

# Starbucks Card

## Starbucks Rewards

### GENERAL TERMS AND CONDITIONS

#### 1. Key terms

1.1 Issuer: STARBUCKS Cards are issued by the company AmRest Coffee s.r.o., having its principal office at Walterovo náměstí 329/3, Prague 5, 158 00, Company Number 28167694, entered in the Commercial Register maintained at the Metropolitan Municipal Court in Prague, file C 130118.

1.2 The Coordinator is the company 3e Kolczyński, Liżewski, Gędziorowski, Rostocki Spółka Jawna, having its principal office at: ul. Podbipięty 51, 02-732 Warsaw, TIN: 521-33-43-778, registered at the Commercial Court in Warsaw XX reg. no. NCR No. 0000235015.

1.3 Card means a STARBUCKS Card, which allows the Buyer to make purchases at the STARBUCKS stores run by the Issuer in the Czech Republic. A Card can be topped-up at the STARBUCKS stores run by the Issuer in the Czech Republic, by using a Customer Account on the Website or by using the Application. Each Card has a unique 16-digit identification code and a 5-digit security code.

1.4 A Digital Card is a type of Card whose functions and options of use are the same as for a standard Card. All provisions in the General Terms and Conditions that refer to a Card apply analogously to a Digital Card, unless provided otherwise. A Digital Card may only be obtained using the Application or via Website and being provided with such a Digital Card is conditional on Registration. Registration for a Digital Card is not conditional on topping-up Credit.

1.5 A Buyer is a person who buys a Card from the Issuer in cash or using a payment card and who uses it without Registration.

1.6 A Customer is a person who buys a Card from the Issuer in cash or using a payment card or using the Application and who completes Registration of the Card on the Website or in the Application.

1.7 Starbucks Rewards means the customer program of the Issuer that facilitates the buying, Registration and use of Cards.

1.8 Registration means the time moment at which the Buyer registers on the Website or using the Application. Each Customer receives a bonus of 50 Stars for Registration.

1.9 Registration Data means the information provided during Registration, meaning forename, surname, e-mail, postal code, day and month of birth.

1.10 The Website means the Starbucks Rewards website, <http://card.starbuckscoffee.cz> where it is possible to complete Registration, check the level of Credit and the number of Stars and Block a Card.

1.11 Customer Account means the Customer profile created by the Customer during Registration and where the personal data of the Customer and information about the Card and about Credit is stored.

1.12 Credit means the cash credit that a Buyer charges to the Card. Credit may be used to make purchases at the STARBUCKS stores run by the Issuer in the Czech Republic. The (plastic) Card itself is free. Also Digital card is to be obtained for free.

1.13 A Transaction means any use of a Card, meaning topping up Credit or buying goods.

1.14 The Term of Validity of Credit and of the Stars on the Card is twelve (12) months following the Customer's last Transaction in accordance with these General Terms and Conditions. The Credit and Stars on a Card are forfeited to the Issuer if a period of 12 months passes without any Transaction using the Card.

1.15 Blocking means invalidating or cancelling a Card using the Website or the Call Center in accordance with these General Terms and Conditions, for example if the Card is lost, stolen or destroyed.

1.16 The Call Center provides customer support on tel. no. + 420 235 013 335 on weekdays, meaning Monday to Friday, from 9:00 a.m. to 5:00 p.m. The Call Center provides information on Starbucks Rewards, Blocks Cards and provides information on Credit.

1.17 A Customer collects a Star for each full CZK 12 paid at least partially using a registered Card when making a purchase. A Customer also collects residual Stars. For each full 1 CZK paid Customer collects 1/12 of a Star. A purchase is understood to be the payment of goods using a Card. The Term of Validity of Stars collected is twelve (12) months following the Customer's last Transaction in accordance with these General Terms and Conditions.

1.18 A Benefit means a reward provided to a Customer for collecting one hundred (100) Stars.

1.19 The Application means a mobile application relating to Cards, or Digital Cards, that allows a Customer to complete Registration, access the Customer Account, top-up Credit and purchase goods. The level of Credit and the number of Stars can be checked in the Application.

1.20 All Customers are automatically given Green Status when they complete Registration. This status remains if a Customer collects less than 200 Stars in the space of a year (12 months). The term of one year is counted from the time of completing Registration – i.e. clicking on the confirmation e-mail sent during Registration.

1.21 All Customers who collect 200 Stars and more in the space of a year (12 months) after collecting their first Star are given Gold Status. The term of one year is counted from the time of completing Registration – i.e. clicking on the confirmation e-mail sent during Registration. To keep Gold Status Customer must fulfill the condition of obtaining 200 Stars a year (every year). If not Gold Status will automatically be changed back to Green Status.

## **2. General provisions**

2.1 Cards may be bought at any of the Issuer's stores in the Czech Republic. Cards may be used to make purchases at the STARBUCKS stores run by the Issuer in the Czech Republic as part of Starbucks Rewards.

2.2 The Buyer pays a price for a Card corresponding to the face amount of Credit.

2.3 Cards may only be used at the STARBUCKS stores run by the Issuer in the Czech Republic.

2.4 Cards may not be exchanged for cash (even in part) and may not be returned to the Issuer.

2.5 The Issuer is not liable for the loss or theft of a Card or for damage to a Card bought by the Buyer.

2.6 If a Card is lost, stolen or damaged, that Card has been Registered and the Customer Blocks the Card, the Issuer allows the level of Credit at the time of Blocking to be transferred to a new Card (the Customer transfers Credit using the Customer Account) that is sent to the Customer by the Issuer using a postal service deliverer to the address specified by the Customer. This procedure may be used only once. If the situation occurs again, the Customer pays for a new Card to be sent.

2.7 Confirmation of Card Blocking is sent to the e-mail address specified during Registration.

2.8 Credit on a Card is valid throughout the Term of Validity, which is twelve months following the Customer's last Transaction.

2.9 The Issuer Customer will not send a new Card to the Customer for free if the Term of Validity has expired, even if a Card is lost, damaged or stolen after the expiration of the Term of Validity. The Customer may buy a new Card and complete Registration again.

2.10 A Card is intended for personal use and cannot be used for further commercial purposes (sold, auctioned etc.) without the prior written consent of the Issuer or written agreement with the Issuer.

2.11 A Card may not be used to buy another Card (a Card cannot be bought using the Credit on another Card).

## **3. Registration, collecting Stars, Benefits**

3.1 Registration is completed on the Website, <http://card.starbuckscoffee.cz>, or using the Application. During Registration, the Customer must provide Registration Data; such Registration Data will be treated in accordance with relevant legal regulations. Registration of the Buyer in Starbucks Rewards is conditional on achieving the age of 16 years and providing consent to these General Terms and Conditions. Registration is not compulsory, but only Registered Customers are authorized to obtain the privileges associated with the Card.

3.2 Only one Registration may be completed and only one Customer Account may be set up for each Card. It is not possible to register more than one Card in one Customer Account at the same time.

3.3 The Card is automatically deactivated following the expiration of the Term of Validity and it is possible to make a Registration of new Card in Customer Account.

3.4 When completing Registration, the Customer is authorized to obtain the following privileges:

- 3.4.1 a bonus of 50 Stars for completing Registration.
- 3.4.2 obtaining a Benefit – after collecting 100 Stars, a Customer is entitled to one (1) free iced or hot Tall (354 ml) or Grande (473 ml) drink of his/her choice, including drinks included in special Promo Offers, and one topping (whipped cream, shot, sauce or syrup).
- 3.4.3 to take advantage of special Promo Offers at the STARBUCKS stores run by the Issuer in the Czech Republic or specific marketing campaigns sent by e-mail.
- 3.4.4 a Customer having Gold Status also receives a Tall (354 ml) or Grande (473 ml) drink or a dessert (as the Customer chooses) on his/her birthday, obtains a bonus of 25 Stars for each anniversary of achieving Gold Status and get 1 free topping for each single purchase he/she makes (that does not mean for a single drink within one purchase).

3.5 Benefits can only be claimed by presenting a voucher bearing a unique code (8 digit code) at the cash register of a STARBUCKS store in the Czech Republic. This voucher is sent to the Customer's e-mail address specified during Registration or under the terms and conditions specified in a special Promo Offer. To claim a privilege, it is enough to tell the staff member at the cash register the voucher code (8-digit) or to proceed according to the instructions provided in a special Promo Offer. A voucher need not be printed out. To claim a privilege, it is enough to allow the staff member at the cash register to scan the QR code on the voucher (from an e-mail, on paper or from a mobile device). Customers must have completed Registration to claim privileges. None of these privileges may be claimed without Registration. A voucher may not be exchanged for cash.

3.6 The validity of a voucher is always specified on the voucher. A voucher may not be used after its validity has expired.

3.7 Customers collect one Star in their Customer Account for each full CZK 12 (including VAT) paid using a Card when making a purchase. A purchase is understood to be the payment of goods using a Card. A Customer may claim a Benefit after collecting one hundred (100) Stars. A Benefit may be claimed at any of the STARBUCKS stores run by the Issuer in the Czech Republic. Customers may check the number of Stars in their Customer Account. The Issuer reserves the right to change the way of collecting Stars in the case of a particular Promo Offer.

3.8 A Benefit means one (1) free iced or hot Tall (354 ml) or Grande (473 ml) drink, including drinks included in special Promo Offers, and one topping (whipped cream, shot, sauce or syrup). A Benefit does not include any further add-on to drinks.

3.9 After collecting one hundred (100) Stars, the Customer automatically receives a voucher bearing a unique code (8-digit code) to the e-mail address specified during Registration. Assigning a Star to a Customer Account or obtaining a voucher via email may take up to 24 hours. To claim a Benefit, it is enough to tell the staff member at the cash register the voucher code (8-digit). A voucher need not be printed out. To claim a Benefit, it is enough to allow the staff member at the cash register to scan the QR code on the voucher (from an e-mail, on paper or from a mobile device). A voucher is valid for one (1) month following the date of receiving the voucher. The Stars collected are automatically deleted at the time the voucher is sent to the e-mail address of the Customer specified during Registration and the Customer again starts collecting Stars from scratch.

3.10 The Term of Validity of Stars collected is twelve (12) months after the Customer's last Transaction in accordance with these General Terms and Conditions. All Stars collected are forfeited if a period of 12 months passes without any Transaction using the Card (see Term of Validity of Credit and Stars collected according to Article 1. point 14 of these General Terms and Conditions).

3.11 Registration may be cancelled using the Customer Account. A Card may still be used thereafter as unregistered.

3.12 A Card is Blocked if the Customer withdraws his/her consent to the provision of Registration Data.

3.13 The Issuer does not guarantee permanent access to the Website or to the Application or the faultless operation of these.

#### **4. Using a Card, inquiries**

4.1 Only an original Card (or the QR code of the Card in the Application) will be accepted by the Issuer.

4.2 Credit must be charged to the Card to be able to use the Card. The minimum level of Credit is CZK 200 and the maximum level of Credit on the Card may not exceed CZK 5,000.

4.3 A Card can be topped-up at the cash registers of the STARBUCKS stores run by the Issuer in the Czech Republic, by using the Customer Account on the Website or by using the Application. Topping-up Credit from the Customer Account on the Website and using the Application is ensured by the company PayU SA, having its principal office at Poznań (60-166), ul. Grunwaldzka 182.

4.4 The Issuer may refuse to accept a payment using a Card if:

- a) the Term of Validity of the Card has expired;
- b) the Credit on the Card is CZK zero (0);

- c) in the case of technical problems which make it impossible to use Cards (for example, the inability to connect to the IT system of the Issuer, physical damage to the Card or other problems for which the Issuer is not at fault).

4.5 Inquiries regarding Starbucks Rewards may be sent by e-mail to [starbuckscardcz@amrest.eu](mailto:starbuckscardcz@amrest.eu) or may be made by phoning the Call Center on + 420 235 013 335.

## **5. Complaints regarding Starbucks Rewards**

5.1 When buying a Card or topping up a Credit onto Digital Card, the Buyer receives a receipt, which acts as proof of having bought the Card. The Buyer is also provided with confirmation of the face value of Credit, on request. The Issuer recommends that the Buyer check the accuracy of the level of Credit after he/she tops-up the Card.

5.2 The Buyer may check the level of Credit at any time at any of the STARBUCKS stores run by the Issuer in the Czech Republic and registered Customers may check the level of Credit using the Customer Account via <http://card.starbuckscoffee.cz> or the Application.

5.3 All complaints to concern the purchase of goods using a Card will be dealt with by the Issuer within a term of thirty (30) days following the date on which the Issuer receives a written complaint.

5.4 Complaints may be submitted in writing to any of the STARBUCKS stores run by the Issuer in the Czech Republic during opening hours, over the Internet at [www.starbuckscoffee.cz](http://www.starbuckscoffee.cz) or submitted by post to the address of the principal office of the Issuer, with the words "Starbucks Card – stížnost" (STARBUCKS Card – Complaint) written on the envelope.

## **6. Call Center**

6.1 The Call Center answers inquiries and questions regarding Starbucks Rewards and Blocks Cards.

6.2 The Call Center can be reached by phoning + 420 235 013 335 on weekdays, from Monday to Friday, from 9:00 a.m. to 5:00 p.m.

## **7. Exchanging or returning goods, extra-judicial resolution of disputes**

7.1 Goods bought using a Card may only be exchanged and/or returned at a STARBUCKS store run by the Issuer in the Czech Republic and it is only possible to exchange goods for other goods of the same or a higher price (if the additional cost is paid).

7.2 Goods may only be exchanged upon presentation of a receipt from a cash register of the Issuer which confirms the purchase of goods at a STARBUCKS store run by the Issuer in the Czech Republic using a Card.

7.3 The extra-judicial resolution of consumer disputes is a system that enables an alternative procedure to standard judicial resolution in the case of disputes between a consumer and a business undertaking. If a Buyer or Customer is dissatisfied, he/she may contact the body responsible for the extra-judicial resolution of disputes, which in this case is Česká obchodní inspekce (Czech Trade Inspection Authority), as the competent body of state supervision. The Czech Trade Inspection Authority has the required information at its disposal regarding the alternative procedure that may be used by the Customer or Buyer to resolve a dispute. More information about the extra-judicial resolution of disputes can be found at the Czech Trade Inspection Authority website: [www.coi.cz](http://www.coi.cz).

## **8. The Application**

8.1 The Application makes it possible to complete Registration and use a Card to check the level of Credit, purchase goods, access the Customer Account, top up Credit and obtaining Digital Card. The Application cannot be used to undertake Blocking. The Application is available in AppStore and Google Play Store under the name Starbucks CEE.

8.2 Each Card takes the form of a unique QR code in the Application. When making a Transaction, the Customer places a mobile device displaying the QR code to the scanner located in each STARBUCKS store run by the Issuer in the Czech Republic.

8.3 After installing the Application, Registration or signing into the Customer Account, the Application may be used in full without a plastic Card.

8.4 Credit may be topped-up on the Card and payments made using the Application at a STARBUCKS store run by the Issuer in the Czech Republic or after signing in via the Customer Account, which can be accessed at the Website and in the Application.

## **9. Withdrawal from the contract**

9.1 The provisions of this Article apply to cases of topping-up Credit using remote means of communication (i.e. cases in which Credit is not topped-up by paying in cash at the premises of the Issuer).

9.2 A contract is entered into between the Customer and the Issuer every time Credit is topped-up using remote means of communication. The Customer has the right to withdraw from a contract within 14 days of the date of entering into that contract (topping-up Credit using remote means of communication). Withdrawal must be reported to the Issuer within the time limit specified in the previous sentence.

9.3 The Issuer may be informed of withdrawal from a contract by sending an e-mail to: starbuckscardcz@amrest.eu. The date of delivery of notification to the Issuer is considered the time of withdrawal from a contract.

9.4 The Customer has the right to the return of Credit to a maximum of the value of the contract entered into, assuming Credit has not already been used (even in part) to purchase goods. When withdrawing from a contract, the Customer informs the Issuer of his/her bank account number, into which an amount equaling the Credit in question shall be returned.

## **10. Final and transitional provisions**

10.1 By purchasing a Card, the Buyer warrants that he/she is familiar with these General Terms and Conditions, understands them in full and agrees with them in full.

10.2 A Card may not be exchanged for cash.

10.3 The issue of a Card is not subject to value added tax (VAT) under the relevant legal regulations of the Czech Republic.

10.4 All matters not regulated in these General Terms and Conditions shall be resolved by the relevant legal regulations of the Czech Republic.

10.5 These General Terms and Conditions are available at [www.starbuckscoffee.cz](http://www.starbuckscoffee.cz), in the Application and in all STARBUCKS stores run by the Issuer in the Czech Republic during opening hours. The Issuer shall provide a printed version of these General Terms and Conditions at the request of the Buyer.

10.6 The Issuer reserves the right to supplement or amend these General Terms and Conditions at any time. The Customer shall invariably be informed of the supplementation or amendment of the General Terms and Conditions by e-mail. All amendments to the General Terms and Conditions are effective upon their publication at [www.starbuckscoffee.cz](http://www.starbuckscoffee.cz), in the Application and in the STARBUCKS stores run by the Issuer in the Czech Republic, unless the Issuer determines otherwise. If the Customer does not cancel his/her Registration in the manner specified in these General Terms and Conditions after the publication of amendments to the General Terms and Conditions, within a time limit of 21 days following the date of receiving an e-mail regarding the amendment or supplementation of the General Terms and Conditions, it is considered that the Customer agrees to the new wording of the General Terms and Conditions and is bound by them.

10.7 The Issuer reserves the right to cancel Starbucks Rewards at any time.

10.8 These General Terms and Conditions enter into effect on 16.5.2018.

In Prague on 15.5.2018