

Starbucks® Rewards Visa® Card Rewards Program Agreement

Important information about this program and this agreement

- Your Starbucks® Rewards Visa® Card account is issued solely by JPMorgan Chase Bank, N.A. This Starbucks Rewards Visa Card rewards program is offered through Starbucks and Chase. This document describes how the Starbucks Rewards Visa Card rewards program works and is an agreement between you and Chase. You agree that use of your Starbucks Rewards Visa Card account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:
 - “agreement” means this document
 - “program” means this Starbucks Rewards Visa Card rewards program
 - “account” means your Starbucks Rewards Visa Card account that is linked to this program
 - “credit card” means any credit card or account number used to access your account
 - “we,” “us,” “our,” and “Chase” mean JPMorgan Chase Bank, N.A. and its affiliates
 - “you” and “your” mean the person responsible for the account and for complying with this agreement
 - “authorized user” means anyone you permit to use the account
 - “Starbucks” means Starbucks Corporation and its affiliates
 - “participating Starbucks locations” means all Starbucks locations that honor Starbucks Rewards. For stores that honor Starbucks Rewards, locate a store at starbucks.com/store-locator and look for stores that list “Digital Rewards” as one of their amenities.
 - “Rewards” are the Starbucks Rewards benefits for which Stars may be redeemed under the Starbucks Rewards Program.
 - “Starbucks Rewards Program” means the Starbucks Rewards Program operated by Starbucks, or its respective subsidiaries, licensees and affiliated companies. The Starbucks Rewards Program is governed by the Starbucks Rewards Program terms of use, available at starbucks.com/RewardsUpdate.
 - “Starbucks Card” means physical Starbucks branded stored value cards available for sale from participating Starbucks locations and other retail locations; digital forms of the physical cards available through the Starbucks mobile app; or Starbucks Card eGifts that can be purchased at starbucks.com/shop/card/egift and allow you to load a dollar value for use at participating Starbucks locations. The dollar value you load onto your Starbucks Card is a prepayment for the goods and services of participating Starbucks locations. The Starbucks Card is governed by the Starbucks Card Terms and Conditions, available at starbucks.com/card/card-terms-and-conditions.
 - “Stars” are what you earn under this program
 - “purchases” is defined in the section of this agreement titled *How you can earn Stars*
- Chase may make changes to this program and the terms of this agreement at any time. For example, we may:
 - add new terms or delete terms
 - change how you earn Stars in this program
- Chase may temporarily prohibit you from earning Stars, using Stars you've already earned that haven't been transferred to Starbucks, or using any features of this program.

- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- Stars earned in this program are automatically transferred to Starbucks after the end of each billing cycle. Starbucks may change the terms of the Starbucks Rewards Program in accordance with its rules.
- We may refer to this agreement as the Rewards Program Rules and Regulations in communications about this program and in supplemental terms, conditions, disclosures, and agreements. This version of the agreement takes the place of any earlier versions.

Notice of changes

- Chase will give you 30 days' notice of the following types of changes to this program or this agreement:
 - if we add or increase fees applicable to this program
 - if we decrease the rate at which you earn Stars in this program
 - if we limit the number of Stars you can earn in this program
 - if we cancel this program
- Chase will send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services, such as chase.com or the Chase Mobile App.
- Chase will give you notice of other changes to this program or agreement by posting an updated copy of this agreement when you log in to our website, chase.com.

How you can earn Stars

- You'll earn Stars when you, or an authorized user, use a credit card to make purchases of products and services, minus returns or refunds (collectively, the “purchases”). Buying products and services with a credit card, in most cases, will count as a purchase; however, the following types of transactions won't count and won't earn Stars:
 - balance transfers
 - cash advances
 - travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions
 - lottery tickets, casino gaming chips, race track wagers or similar betting transactions
 - any checks that access your account
 - interest
 - unauthorized or fraudulent charges
 - fees of any kind, including an annual fee, if applicable
- For purchases that post to your account through March 4, 2019, you'll earn:**
 - 1 Star** for each \$1 spent using the credit card to load funds to your registered Starbucks Card through the Starbucks mobile app or at starbucks.com/card.
 - 1 Star** for each \$4 spent using the credit card on all other purchases, including funds loaded to your registered Starbucks Card at the point of sale system in a Starbucks retail store.
- For purchases that post to your account beginning March 5, 2019, you'll earn:**
 - 1 Star** for each \$1 spent using the credit card to load funds to your registered Starbucks Card through the Starbucks mobile app or at starbucks.com/card.

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- › **1 Star** for each \$2 spent using the credit card on purchases made in any of the following rewards categories: grocery stores; local transit/commuting; internet, cable, and phone services.
- › **1 Star** for each \$4 spent using the credit card on all other purchases, including funds loaded to your registered Starbucks Card at the point of sale system in a Starbucks retail store.
- **Rewards Categories:** Merchants who accept Visa/MasterCard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/MasterCard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. Please note:
 - › We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category.
 - › Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about Chase rewards categories, see chase.com/RewardsCategoryFAQs.

Ways to earn bonus Stars

- We may offer you ways to earn bonus Stars through this program or special promotions. You'll find out more about the number of bonus Stars you can earn and any other terms at the time of the offer. The additional terms will be part of this agreement.

Information about earning and transferring Stars to Starbucks

- Stars are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus Stars posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than Stars earned from purchases or bonuses, then Stars will be deducted from your total Stars balance and may result in a negative Stars balance.
- You'll see Stars you've earned from credit card purchases on chase.com and on your monthly credit card billing statement.
- We may, from time to time, provide additional ways for you to see Stars you've earned using a credit card, such as through Chase or third party mobile application(s).
- Stars earned during a billing cycle will be automatically transferred to Starbucks after the end of each billing cycle.
- This agreement governs the receipt of Stars in connection with the use of your account and is separate and in addition to the Starbucks Rewards Program terms of use that govern your participation in the Starbucks Rewards Program. The Starbucks Rewards Program terms of use are available online at starbucks.com/RewardsUpdate. Information in this agreement that relates to the Starbucks Rewards Program isn't complete or comprehensive and doesn't include all of the information that you should know about the Starbucks Rewards Program.
- Starbucks may change, modify and/or eliminate the Starbucks Rewards Program and/or all or any portion of their terms of use or

any policy, FAQ, or guideline pertaining to the Starbucks Rewards Program at any time and in its sole discretion.

- If your membership in the Starbucks Rewards Program is terminated for any reason by you or Starbucks, you'll no longer be eligible to use the Stars you've earned in this program.
- Chase's sole obligation concerning the transfer and redemption of Stars is to make a valid request to Starbucks to transfer Stars earned with the credit card to your associated Starbucks Rewards Program account. Chase disclaims liability or responsibility for Starbucks' failure to award or redeem Stars to or from your associated Starbucks Rewards Program account after Chase has met its obligations to Starbucks in connection with such a request.
- The expiration of Stars earned in this program that are transferred to your Starbucks Rewards Program account will be governed by the Starbucks Rewards Program terms of use, available at starbucks.com/RewardsUpdate. Starbucks may change, modify and/or eliminate Star expiration at any time and in its sole discretion.

How you can use your Stars

- Your Stars can be redeemed for Rewards at participating Starbucks locations. See Starbucks Rewards Program terms of use for details on qualifying items for redemption.
- Not all Starbucks stores have the ability to honor Rewards at this time. To find a participating Starbucks location, locate a store at starbucks.com and look for stores that list "Digital Rewards" as one of their amenities.

How you could be prohibited from earning or having Stars transferred

- We may temporarily prohibit you from earning Stars through the account and we may not transfer Stars you've already earned to Starbucks:
 - › if you don't make the minimum payment on your account within 30 days of the due date.
 - › if we suspect that you've engaged in fraudulent activity related to your account or this program.
 - › if we suspect you've misused, in any way, the Starbucks Rewards Program to which Stars are transferred under this program.
 - › if we suspect that you've misused this program in any way, for example:
 - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating Stars
 - by manufacturing spend for the purpose of generating Stars
- You can begin earning Stars again and any Stars that we've held will be transferred to Starbucks in the next billing cycle after your account becomes current or when we no longer suspect fraud or misuse of the account or this program.

How you could lose your Stars

- **You'll immediately lose all Stars that haven't been transferred to Starbucks if your account status changes, or your account is closed, for any of the following reasons:**
 - › you don't make the minimum payment on your account within 60 days of the due date
 - › you fail to comply with this or other agreements you have with Chase

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- › we believe you may be unwilling or unable to pay your debts on time
- › you file for bankruptcy
- › we believe that you've engaged in fraudulent activity related to your account or this program
- › we believe you've misused, in any way, the Starbucks Rewards Program to which Stars are transferred under this program
- › we believe that you've misused this program in any way, for example:
 - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating Stars
 - by manufacturing spend for the purpose of generating Stars
- We won't reinstate Stars you lose, unless we've made an error.
- If your account is closed for any other reason, we'll automatically transfer any Stars earned to Starbucks, as long as you don't lose them for any of the reasons described in this agreement.

Other important information you should know

- Stars aren't your property and have no cash value. Additionally, Stars can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in this program may result in miscellaneous income received from Chase and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Income) or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of this program. You are responsible for any tax liability related to participating in this program. Please consult your tax advisor if you have any questions about your personal tax situation.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- We're not responsible for any disputes you may have with any authorized users on your account about this program.
- Chase, Starbucks and their respective third-party service providers, affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, Starbucks and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with this program, including but not limited to, use of this program, and any redemption for or purchase of products or services through this program.

- You agree to indemnify and hold Chase, Starbucks and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's use of this program, any fraud or misuse of this program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third-party service providers that participate in this program are not affiliated with us and are not sponsors or co-sponsors of this program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.
- Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. Chase is not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.
- This program is void where prohibited by federal, state, or local law.
- This agreement and use of this program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this program.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

Communications

- We may send communications about this program to you at any mailing or email address in our records or through our online services, such as chase.com or the Chase Mobile App.
- Let us know right away about any changes to your contact information using the Cardmember Services address on your credit card billing statement or call the Chase phone number on the back of your credit card.

Telephone monitoring

- You agree that Chase and its third-party service providers may listen to and record telephone calls as part of providing program services.