

Seattle's Best Coffee Price Match Guarantee PROGRAM TERMS AND CONDITIONS

Message and data rates may apply. Text **STOP** to 35350 to opt out and to discontinue further participation in the Program. Text **HELP** to 35350 for information. If you obtain the URL via text messaging, you will receive three (3) text messages in response to your entry from an automated system. Consent is not required to buy goods and services. Participation in the Program is subject to the Sponsor's Privacy Policy, <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy> and Administrator's Privacy Policy, <https://www.helloworld.com/privacy-policy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Seattle's Best Coffee Price Match Guarantee (the "Program") is open to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the time of entry. Void where prohibited.

2. Timing: Program begins on February 12, 2017 at 12:00 a.m. Eastern Time ("ET"), ends on May 2, 2017 at 11:59 p.m. ET (the "Program Period"), and consists of two (2) phases (each a "Phase") as described below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Purchase	February 12, 2017	April 2, 2017
Receipt Submission	February 12, 2017	May 2, 2017

Administrator's computer is the official time-keeping device for the Program.

3. How to Receive Offer: During the Purchase Phase, purchase one (1) qualifying Seattle's Best Coffee® packaged coffee or K-Cup® pods product at a participating store. For a list of qualifying products, [click here](#). Then, during the Receipt Submission Phase, take a photo of your receipt and visit www.upgradetoSBC.com or use a two-way text-messaging capable device, text "UPGRADEME" to 35350 to obtain the Program URL*. Follow the links and instructions to complete and submit the registration form including a valid email address and answer the provided questions. Then, follow the links and instructions to upload the photo of your receipt. Once the receipt has been verified, you will receive a \$2 PayPal credit (the "Offer"). Terms and conditions of credit apply. Participants must have or create a PayPal account in order to claim the Offer.

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Offers are non-transferrable. A receipt may only be uploaded once. A receipt cannot be uploaded by more than one participant. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated Offers by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. The Offer will be fulfilled within 2 – 3 weeks of receipt confirmation.

4. Sponsor: Starbucks Corporation, 2401 Utah Ave. S, Seattle, WA 98134. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

5. Release: By receipt of the Offer, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of the Offer.

6. Publicity: Except where prohibited, participation in the Program constitutes recipient's consent to Sponsor's and its agents' use of recipient's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

7. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

8. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Offer or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Offer.

9. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Program, the Terms and Conditions, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Program, the Terms and Conditions, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Terms and Conditions or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days

after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Terms and Conditions, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Program, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

10. Participant's Personal Information: Information collected from participation is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy>.

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