

## STARBUCKS FILL YOUR CUP CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Starbucks Fill Your Cup Contest (the "Contest") is open to legal residents of Canada (including Quebec) who are (a) the age of majority in their province/territory of residence at the time of entry; (b) cardholders of any of the following as of February 5, 2024: TD Access Cards with Visa\* Debit, TD Rewards Visa\* Credit Cards, TD Platinum Travel Visa\* Credit Cards, TD First Class Travel® Visa Infinite\* Credit Cards, TD Business Travel Visa\* Credit Cards, TD® Aeroplan® Visa\* Platinum Credit Cards, TD® Aeroplan® Visa Infinite\* Credit Cards, TD® Aeroplan® Visa Infinite Privilege\* Credit Cards, TD® Aeroplan® Visa\* Business Credit Cards, TD Cash Back Visa\* Credit Cards, TD Cash Back Visa Infinite\* Credit Cards, TD Business Cash Back Visa\* Credit Cards, TD Emerald Flex Rate Visa\* Credit Card, TD Low Rate Visa\* Credit Cards, TD Business Select Rate™ Visa\* Credit Cards, and TD Green® Visa\* Credit Cards ("**Eligible TD Card Accounts**"); and (c) whose Eligible TD Card Accounts are open, active and in good standing ("**Entrant(s)**"). Employees of Starbucks Coffee Canada, Inc., Merkle Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. The Promotion is subject to all federal, provincial and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Starbucks Coffee Canada, Inc., 5160 Yonge Street, Suite 1700, Toronto, ON M2N 6L9, Canada. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

**3. Contest Period:** The Contest begins on February 5, 2024, at 12:00 a.m. Pacific Time ("PT") and ends on March 3, 2024 at 11:59 p.m. PT (the "**Contest Period**"). Sponsor's servers are the official time keeping devices for this Contest.

**4. How to Enter:** Take the following actions to earn entries:

- (a) **Participation Requirements:** A Starbucks® Rewards loyalty program account ("**Starbucks Account**") in good standing linked with an Eligible TD Card Account (as defined in Section 1) in good standing (collectively, a "Linked Account") is required to participate. If you do not have a Linked Account, you may create one for free during the Contest Period in order to participate in the Contest. Entrants with Linked Accounts created before the Contest Period are also eligible to participate. If you do not have a Starbucks Account you may join for free at [www.starbucks.ca/account/create](http://www.starbucks.ca/account/create). Creating a Starbucks Account is subject to the [Starbucks Rewards Terms of Use](#) and [Privacy Policy](#). To link your Starbucks Account with your Eligible TD Card Account, follow the prompts available at <https://www.td.com/ca/en/personal-banking/products/credit-cards/starbucks>.
- (b) **Entry Requirements:** During the Contest Period, take the actions listed in (b)i or (b)ii below to receive "**Entries**":
  - i. **Purchase Method:** Make a Qualifying Transaction (defined below) of any amount at any participating Starbucks Canada location using your digital Starbucks Card or linked Eligible TD Card Account in the Starbucks app, or by scanning your Starbucks app at the register prior to checkout. A "**Qualifying Transaction**" is defined as any purchase of food, beverage(s), and/or merchandise, excluding alcoholic beverages and Starbucks Card activations and reloads. You will earn one (1) Entry per Qualifying Transaction, up to the limit set forth below.

OR

- ii. No Purchase Entry Method: To earn an Entry without purchase, print your name, home address, date of birth and Starbucks Account number (located in your Starbucks Account profile) and the email address associated with your Starbucks Account on a piece of paper and mail it in an envelope with proper postage to “Starbucks Fill Your Cup Contest” P.O. Box 246, Dept. 258814 Starbucks Fill Your Cup, Pickering, ON CA 11V 2R4. Limit: One (1) mail in request per envelope. The number of permissible mail in requests is subject to the limit set forth below. All mail-in requests for entries must be postmarked by March 4, 2024 and received by March 11, 2024. All requests become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will be disqualified.

Limit: An Entrant may earn up to a total of fifteen (15) entries into the Promotion by any combination of the methods outlined in Section 4(b)i and 4(b)ii above.

**To OPT OUT of participation in the Contest**: If you have a Linked Account as of 12:00 a.m. PT on February 5, 2024, or you wish to link your Starbucks Account with your Eligible TD Bank Card Account during the Contest Period but do not wish to be entered into the Contest when making Qualifying Transactions, you may opt out. ***If you would like to Opt-Out of this Contest, go to [www.fillyourcupcontest.com](http://www.fillyourcupcontest.com) to OPT-OUT.***

For all Entries: Entrants are not permitted to share the same email address, Starbucks Account, Eligible TD Card Account or Linked Account. Each Entrant is limited to only one (1) Linked Account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, Starbucks Accounts, Eligible TD Card Accounts or Linked Accounts, identities or any other methods will void that Entrant’s entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected Entries, which will be disqualified. In the event of a dispute as to any Entry, the authorized account holder of the Linked Account or email address used to register for the Linked Account will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

## **5. Prizes:**

ONE (1) GRAND PRIZE: CDN\$10,000, payable by way of cheque. Approximate Retail Value (“ARV”): \$10,000 CND.

TEN (10) SECOND PRIZES: Each consisting of CDN\$500, payable by way of cheque. ARV: \$500 CND.

FIVE HUNDRED (500) THIRD PRIZES: Each consisting of one (1) CDN \$20 digital Starbucks Gift Card, fulfilled digitally. [Terms and Conditions](#) for the Starbucks Gift Card apply. ARV: \$20 CND.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Contest Period. Limit: One (1) prize per person. Total ARV of all prizes: \$25,000 CAD.

**6. Prize Drawings**: Administrator is an independent organization whose decisions regarding the administration and selection of potential winners are final and binding in all matters related to the Contest. Administrator will randomly select the potential winners from all eligible entries received during the Contest Period, at 9:00 a.m. PT on March 19, 2024 in Southfield, MI, U.S.A. The potential winners will be notified by email after the date of the random drawing. Potential winners will be required to provide their name,

home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner will also be required to correctly answer a time-limited, skill testing question without any assistance in order to be eligible to receive the prize. If the question is answered incorrectly, the prize will be forfeited. Without limiting the generality of the foregoing, Sponsor reserves the right, in its sole discretion, to administer an alternate skill testing question as it deems appropriate based on the circumstances, to address disability issues and/or to comply with applicable law. If the potential winner cannot be contacted, fails to correctly answer the time-limited skill testing question, or fails to provide any other requested information within the required time period, potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner forfeits the prize or is disqualified for any reason, an alternate winner will be selected in a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain unawarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Promotion and confirmation of all winners.

**7. Release:** By entering this Contest, each Entrant agrees to release and hold harmless Sponsor, Administrator, The Toronto-Dominion Bank, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize 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 Contest or receipt or use or misuse of any prize.

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

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other Contest or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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 Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (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 entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (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 entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry into the Contest, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively in accordance with the laws of the Province of Ontario; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

**12. Winner List:** For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

**13. Contest Emails:** When entering into the Contest certain personal information will be required when claiming a Prize (including last name, first name, e-mail address, address and date of birth). Such required personal information will be used to administer the Contest (e.g. to contact an Entrant with a selected entry). All personal information collected from Entrants will be handled in accordance with the terms and conditions of Starbucks's Privacy Notice, which can be found at <https://www.starbucks.ca/terms/privacy-statement/>

**14. Privacy:** By entering this Contest, you consent to the collection, use and sharing of information about you among the Sponsor and the Administrator for the sole purpose of administering this Contest in accordance with the Starbucks Privacy Notice at <https://www.starbucks.ca/terms/privacy-statement/>.

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