

Terms and Conditions

By participating in the “Cheer Card” (hereby known as “**Contest**”), you (hereby known as “**Contestant**”) agree to the following terms and conditions;

1. Standard Terms

- a) This Contest is organized by Tata Starbucks Private Ltd. (Hereby known as “**Starbucks India**”).
- b) The Contest is open to all residents of India aged 18 years or over, except Permanent and/or contract employees of Starbucks India (including its associated and related companies) and their immediate family members (children, parents, brothers and sisters, including spouses)
- c) Representatives, employees, servants and/or agents of advertising and/or promotion service providers of Starbucks India (including its associated and related companies) and their immediate family members (children, parents, brothers and sisters, including spouses).
- d) The Contest will be held from 15th December, 2018 until 31st Dec, 2018, commencing from (“Contest Period”): Time 11:59 am (IST) on 15th December, 2018 and ending at 11:59 pm (IST) on 31st Dec, 2018.

2. Submission of Entries and Qualifying Criteria

- a) A person who participates in the “Cheer Card” is considered a “Contestant” for the purposes of these Terms and Conditions.
- b) Contestant may submit multiple entries.
- c) Proof of purchase (for certain activities) from the Starbucks Store is required to join The Contest.
- d) The Contest mechanics –
 - The contestant has to complete all 5 (five) activities stated in the ‘Cheer card’.
 - For every activity he/she completes, the contestant will receive a stamp
 - The stamp will be given based on proofs submitted to the employee of Starbucks India.
 - Employee of Starbucks India has complete discretion to stamp the card basis activities completed. If he/she feels an activity has not been completed, the employee of Starbucks can refuse a stamp until proof shown.
 - The Cheer Card activity card will be stamped only if presented to the employee of Starbucks India on completion of activity. A stamp cannot be received on a later date.
 - For the activity “Selfie” the participant must show his/her selfie posted on his/her Instagram profile along with the tag @starbucksindia to the store employee of Starbucks India.
- e) Every person who completes this activity will receive a free Tall size handcrafted beverage.
- f) Entries that are incomplete, illegible and/or fraudulent will be disqualified immediately.
- g) The decision of the winners of the Contest is final. No correspondence will be entertained.

- h) The Contestant automatically relinquishes all rights or claim to any cards submitted and agree for these materials to be used by Starbucks India for the purpose of advertising and promoting the product or event.
- i) Starbucks India has the right to amend the Rules and Terms and Conditions of the Contest at any time without prior notice and/or reason.
- j) Starbucks India reserves to rights to use the names of Contestant(s) in any medium for publicity.

3. Activities

- a) 'Buy' activity: This activity will only be deemed completed if the:
 - Contestant buys any of the Christmas Limited Time Offer Beverages – Red Hat Mocha, Toffee Nut Crunch, Cocoa Snowball Dark mocha.
 - Contestant can buy the beverage in either hot or cold version.
 - Contestant has to buy the beverage in a Tall size and up to qualify
- b) 'Selfie' activity: This activity will only be deemed completed if the:
 - Contestant has to upload the selfie taken with his/her Christmas beverage on Instagram.
 - Contestant has to tag Starbucks India channel (@starbucksindia)
 - Contestant has to take a selfie with his/her Christmas beverage (Red Hat Mocha, Toffee Nut Crunch, Cocoa Snowball Dark mocha) in either hot or cold version.

4. Prize

- a) The prize for completion of the 'Cheer Card' is a free Tall size handcrafted beverage.
- b) All contestants who complete all the 5 activities and show the Starbucks employee his/her 'Cheer Card' with all 5 stamps, will be eligible to get a free Tall size handcrafted beverage.
- c) The decision of Starbucks India shall be final and binding on the Contest winners.
- d) Starbucks India reserves the right to alter, modify or change the prizes at any point of time.
- e) The free beverage cannot be altered, modified, exchanged, substituted or redeemed for cash at any point of time.
- f) Starbucks India, employees and/or the prize sponsors are not liable or responsible in any manner whatsoever for the quality, guarantee, merchantability, representation or warranty, whether implied or otherwise, as to the fitness of the prize, its value, enjoyment, condition, quality or fitness for any purpose. The prizes are awarded on an 'as is' basis and Starbucks India, employees and/or the prize sponsors shall not be held liable in any manner whatsoever for any of the above.
- g) In the event that a breach of the rules has been discovered after the judging and the award of prizes, Starbucks India will request the return of the prize and will chose another winner.
- h) The beverage needs to be collected at the same time and can't be collected later.

5. Contest Rules and Regulations

- a) By participating in the Contest, Contestant agrees to be bound by The Contest Terms & Conditions, and the decisions of Starbucks India.
- b) All chosen winners have to be agreeable to participate in the "Cheer Card" Contest with rights under Starbucks India.

- c) Starbucks India reserves the rights at any point of time to alter the Terms & Conditions of the Contest or any prizes offered or cancel any Contest if it is no longer able to run the Contest due to reasons beyond its control, subject to state legislation

6. Copyright and Intellectual Property

- a) Starbucks India hereby authorizes Contestants to copy materials published by it on official fan pages of Starbucks India for non-commercial use only, provided any copy of these materials which you make shall retain all copyright and other proprietary notices and any disclaimer contained thereon and on official fan pages of Starbucks India.
- b) Nothing contained herein shall be construed as conferring by implication, estoppels or otherwise any license or right under any patent or trademark of Starbucks India or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Starbucks India copyright.
- c) Should any viewer of a Starbucks India published document respond with information related to this Contest and shall include feedback data such as questions, comments, suggestions, or the like regarding the content of any such Starbucks India material, such information shall be deemed to be non-confidential and we shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. We shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

7. DISQUALIFICATION

- a) Starbucks India reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest, to be acting in breach or potential breach of these Contest Terms and Conditions. No correspondence shall be entertained. Starbucks India further reserves the right to cancel, modify, suspend or delay the Contest in the event of unforeseen circumstances beyond its reasonable control.
- b) Submissions which do not relate to the topic will be automatically disqualified. Entries shall not contain any material and/or statement which violates or infringes in any way upon the rights of others which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable law. Entries failing to comply with this provision will be disqualified without prior notification.

8. JUDGING

- a) By participating in the Contest, Contestant agree to be bound by the Terms and Conditions set therein and any decision made by the judges of Starbucks India.

- b) Contest Winners are fully responsible for any injuries, damages or claims as a result of their participation in the contest, usage of their prizes and/or collection of their prizes. Starbucks India accepts no responsibility for lost, misdirected, illegible, late, mutilated or altered entries. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries that do not comply with these terms and conditions will be disqualified.

9. VARIATION

- a) Starbucks India reserves the right to amend, delete or add to the Terms and Conditions of the Contest at any time without giving any prior notice to any party.
- b) All applicable laws of India and regulations shall apply to this Contest.
- c) In case of dispute this Contest shall be governed and construed in accordance with Indian laws and are subject to the exclusive jurisdiction of Competent Courts at Mumbai only.

10. CONFIDENTIALITY

- a) Any Contestant's Personal Data provided by Contestant to Starbucks India in connection with the Contest shall be kept confidential except to any activities mentioned thereto. Starbucks India shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Contestant Personal Data.
- b) The Starbucks India Privacy Policy resides here: <http://www.starbucks.in/about-us/company-information/online-policies/privacy-statement>

11. CONTACT FOR CLARIFICATION

- a) For information/clarification/queries, please contact us at customerservice@tatastarbucks.com with your query clearly mentioned as the subject of your e-mail.