

**STARBUCKS CORPORATION
DISCLOSURE AND RELEASE AGREEMENT**

I, _____, (sometimes referred to as "Submitter"), would like to submit to Starbucks Corporation ("Starbucks") remarks, graphics, photographs, or other information (collectively "Submission(s)") for use by Starbucks. I acknowledge that I have read, understand and agree to the terms enumerated below, and further agree that these terms shall apply to any additional material previously or later submitted, until such time as Starbucks otherwise agrees in writing:

A. SUBMISSIONS OF IDEAS

The submission of my content to Starbucks is entirely voluntary, non-confidential, gratuitous, and non-committal. I grant to Starbucks and its designees a perpetual, irrevocable, non-exclusive fully-paid up and royalty free license to use any content, photographs or other materials and content I submit (collectively, "Content") to Starbucks and www.StarbucksVIA.com without restrictions of any kind and without any payment or other consideration of any kind other than a 3-month supply of *Starbucks VIA™ Ready Brew* through StarbucksStore.com, or permission or notification, to you or any third party. The license shall include, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license the Content, and all rights therein, in the name of Starbucks, or its designees throughout the universe in perpetuity in any and all media now or hereafter known. I understand that Starbucks may be working on the same or similar Content, that it may already know of such Content from other sources, that it may simply wish to develop this (or a similar Content) on its own or it may have taken/will take some other action. In return for Starbucks review and consideration of my Content, I acknowledge that I have read, understand and agree to the terms enumerated below, and further agree that these terms shall apply to any additional material previously or later submitted, until such time as Starbucks otherwise agrees in writing:

1. To the best of my knowledge, the Content represents my own original work, I have all necessary rights to disclose the Content to Starbucks and in doing so or Starbucks review and/or use of the Content, will not infringe upon any other individual's or entity's whose rights.

2. I understand that disclosure of my Content to Starbucks does not establish a confidential relationship or obligate Starbucks to treat the Content (or any related materials) as secret or confidential.

3. I understand that Starbucks has no obligation, either express or implied, to develop or use my Content and that no compensation is due to me or anyone else for any inadvertent or intentional use of that Content, related Content or Content derived from my Content.

4. Starbucks will give my Content such consideration as is warranted by its sole judgment. Starbucks review of my Content shall not be construed as any recognition of the novelty or originality of the Content. Starbucks is not obligated to give reasons for rejecting my Content or to reveal Starbucks activities that are related to the subject matter of the submitted Idea.

5. Neither the discussion or negotiations between Starbucks and I relating to the possible purchase or license of the Content, nor the making of any offer for the purchase or license of the Content, shall prejudice Starbucks in any way, or be construed as recognition of the novelty, originality, priority, other rights or value of the submitted Content. Further, Starbucks consideration or its discussions or negotiations with me will not in any way impair Starbucks right to contest the validity or infringement of my rights.

6. I acknowledge and declare that (a) I have read and fully understand these terms and appreciate the nature, extent and consequences of this Agreement, (b) the submission of my Content to Starbucks is entirely voluntary, and (c) Starbucks, directly or indirectly, may (i) be working on the same Content or similar Content to the Content, or (ii) already know of such Content from other sources, or (iii) simply wish to develop this Content or as similar to the Content on its own.

7. I agree that, except to the extent that these terms are superseded by a separate agreement in writing by me and Starbucks, I hereby irrevocably release and forever discharge Starbucks and its affiliates and subsidiaries from any and all actions, causes of actions, claims, damages, liabilities

and demands, whether absolute or contingent and of any nature whatsoever, which I now have or hereafter can, shall or may have against Starbucks and its affiliates and subsidiaries or their respecting successors and assigns with respect to the Content, including without limitation in respect of how Starbucks and its affiliates and subsidiaries, directly or indirectly, use the Content, with the sole exception in respect of the foregoing release and discharge being my right to bring a claim of patent infringement.

8. I agree that I will comply with all applicable laws, regulations, orders and ordinances in rendering the Submission(s) provided for herein including, without limitation, all applicable laws governing testimonials and endorsements, sweepstakes, contests, privacy and digital/social media.

B. LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STARBUCKS AND THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF STARBUCKS EXCLUDE ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO ME OR A THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY DIRECT INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGE ARISING FROM OR CONNECTED IN ANY WAY TO THIS AGREEMENT OR THE CONTENT.

NOTHING IN THESE TERMS AND CONDITIONS SHALL EXCLUDE OR LIMIT STARBUCK'S LIABILITY FOR (I) FRAUD; WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (II) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; OR (III) ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

C. WAIVER

The delay or omission by either party to enforce or exercise any terms or right pursuant to these Terms and Conditions will not impair any such term or right nor be construed to be a waiver thereof and shall in no way affect the other party's right later to enforce it. Any waiver by either party of any covenants, conditions or agreements to be performed by the other party will not be construed to be a waiver of any succeeding breach thereof or any covenant, conditions or agreement herein contained.

D. MISCELLANEOUS

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. This Agreement constitutes the entire agreement between the parties relating to the Content and supersedes and replaces any prior agreement and communication between the parties, except for the Terms and Conditions and Privacy Policy of www.StarbucksVIA.com which continue to govern the initial submission of the Content. Save as provided in this Agreement, I shall have no remedy in respect of any untrue statement (whether written or oral) made to me upon which I rely in agreeing to this Agreement (a "Misrepresentation") and Starbucks shall have no liability to me other than pursuant to this Agreement. Nothing in this Agreement shall exclude or limit Starbucks liability for any Misrepresentation knowing it was untrue.

I agree that, except to the extent this Agreement is superseded by a subsequent agreement in writing, I have waived any potential claims against Starbucks or any of its subsidiaries with respect to the Content, with the sole exception of my right to bring a claim of patent infringement.

Date: _____

SIGNATURE: _____

NAME: _____

ADDRESS: _____

PHONE: _____