

Dunkin' Carnival

Official Rules

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES, PLAY THE INSTANT WIN GAME OR WIN A PRIZE/OFFER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING IN THE SWEEPSTAKES OR INSTANT WIN GAME.

1. Eligibility: Dunkin' Carnival (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Dunkin Brands, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their respective parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

2. Sponsor: Dunkin Brands, Inc. 130 Royall Street, Canton, MA, 02021. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on July 1, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on August 11, 2020 at 11:59 p.m. ET (the "Promotion Period"). For purposes of this Promotion each "week" begins on a Wednesday and concludes on the following Tuesday. Administrator's computer is the official time-keeping device for the Promotion.

4. How to Play the Instant Win Game: No Purchase Necessary. During the Promotion Period, visit www.dunkincarnival.com ("Website") and complete and submit the registration form (if you haven't already done so) including providing a valid email address and selecting one (1) Sweepstakes prize package (each a "Sweepstakes Prize Package") from among the available options for which you would most like to win (on your first visit only). You will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize/offer will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may play the Instant Win Game one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, game plays, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player and he/she must comply with these Official Rules. 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. How to Enter the Sweepstakes: There are three (3) ways to enter:

- a.) Make a Qualifying Purchase: During the Promotion Period, purchase any Dunkin' product online, at any retail store or Dunkin' restaurant, excluding gift cards and cooler beverages, ("Qualifying Purchase"). **Be sure to keep your receipt(s)**. Take an image of the entire receipt(s). The receipt image(s) must be clear and legible, include the retailer (if applicable), purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent. Then, visit www.dunkincarnival.com ("Website") and complete and submit the registration form (if you haven't already done so) including providing a valid email address and selecting one (1) Sweepstakes prize package (each a "Sweepstakes Prize Package") from among the available options for which you would most like to win (on your first visit only). Where prompted, follow the instructions to upload an image of your receipt. Each receipt can only be uploaded once. Once your receipt image is validated, you will receive one (1) Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion.
- b.) Mail-in Alternate Method: To enter without making a Qualifying Purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage **and the Sweepstakes Prize Package written on the outside of the envelope ("Dunkin' Summer Vacation", "A Year of Essentials", "Cedar Point Ticket of a Lifetime", or "Dunkin' Endless Summer Fun")**, to "Dunkin' Carnival," c/o Merkle Inc., P.O. Box 5046, Department 844621, Kalamazoo, MI 49003-5046. You will receive one (1) Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected. Limit: One (1) entry per envelope. **NOTE: If you do not include the Sweepstakes Prize Package drawing/prize pool you wish to enter written on the outside of the envelope, you will receive one (1) Sweepstakes entry into the Dunkin' Endless Summer Fun Prize Package drawing.** All mail-in entries must be handwritten and must be postmarked by August 11, 2020 and received by August 18, 2020. All entries 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 entries, which will be disqualified.
- c.) "Lose" the Instant Win Game: If you play the Instant Win Game (as outlined in Section 4 above) and receive a "lose" message, meaning you are not a potential winner of an Instant Win Game Prize, you will receive one (1) Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion.

Limit: Each entrant may enter the Sweepstakes up to three (3) times per day during the Promotion Period through option (a) and/or (b) (regardless of method or combination of methods) and one (1) time per day through option (c). Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, 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. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, entries, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant and he/she must comply with these Official Rules. 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 winner may be required to show proof of being the authorized account holder.

6. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select each potential Sweepstakes winner on or around August 31, 2020 from all eligible entries received for each applicable Sweepstakes Prize Package. Instant Win Game

Prizes and Offers:

Prizes: There will be forty-two thousand fifty-one (42,051) random, computer-generated winning times, one for each prize listed below, that will be generated during the Promotion Period. First Prize: one (1) winning time will be generated per week; therefore, one (1) prize per week. Second Prize: one (1) winning time will be generated per day; therefore, one (1) prize per day. Third Prize: three (3) winning times will be will randomly generated throughout the entire Promotion Period. Fourth Prize: five hundred (500) winning times will be generated per day; therefore, five hundred (500) prizes per day. Fifth Prize: five hundred (500) winning times will be generated per day; therefore, five hundred (500) prizes per day.

Offers: There will also be sixty thousand two hundred (60,200) random, computer-generated winning times, one for each offer listed below, that will be generated during the Promotion Period. All offers will be randomly generated throughout the Promotion Period.

If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize or offer indicated. See Section 9 below for complete details on prizes and offers.

7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

8. Verification of Potential Sweepstakes and Instant Win Game Winners: Receiving a prize/offer is contingent upon compliance with these Official Rules. Each potential Sweepstakes Prize Package winner will be notified by email. Each potential Sweepstakes Prize Package winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize/offer cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable or if a potential winner is otherwise not in compliance with these Official Rules, potential winner forfeits the prize/offer. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible Sweepstakes entries received. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed prizes/offers valued at \$25 or less will go unawarded. Prizes/offers will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

9. Prizes/offers:

Sweepstakes Prizes:

Winner's choice of one (1) of the following two (2) prize options:

- A. ONE (1) "DUNKIN' SUMMER VACATION FOR TWO (2) PRIZE PACKAGE: A trip for two (2) to winner's choice of a city in the United States. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home

(determined by Sponsor in its sole discretion); three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); opportunity for winner and guest to participate in a water excursion activity of their choice and \$800.00 spending money. Approximate Retail Value ("ARV") is up to \$7,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

B. \$6,000 check. ARV is \$6,000.

ONE (1) "A YEAR OF ESSENTIALS" PRIZE PACKAGE*: A "Year of Essentials" prize pack which includes Dunkin' for a year awarded as \$598 in Dunkin' gift cards (Dunkin' for a year is defined as five (5) medium hot coffees per calendar week), Shell Gas for a year awarded as \$2,500 in Shell gift cards (a year of gas is defined as 12,000 miles per year at an average of \$3.25 per gallon), \$2,000 The Home Depot Gift Card, \$2,500 Amazon.com Gift Card. ARV is \$7,598.

Winner's choice of one (1) of the following two (2) prize options:

A. **ONE (1) "CEDAR POINT TICKET OF A LIFETIME" PRIZE PACKAGE*:** "Ticket of a Lifetime" awarded as four (4) annual Cedar Point passes, valid for up to one hundred (100) years and a trip for two (2) to Cedar Point, Ohio. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Cleveland, Ohio; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy, lake view (subject to availability)); a \$250 allowance for full-size rental car for length of stay and \$400.00 spending money. ARV is up to \$3,500.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

B. \$2,500 check. ARV is \$2,500.

For "Ticket of a Lifetime" prize: Once each winner's three (3) friends/family members are determined, they cannot be changed, prize cannot be transferred or sold, regardless of circumstance. Ticket of a Lifetime prize must be renewed annually. The Park will email renewal codes to each winner based on the information provided on the Declaration by before the start of the operating season each year. If a winner's information has changed since originally completing the Declaration, he/she will be responsible for updating any necessary information change(s). Park is not responsible for outdated information, lost email, spam associated with delivery of renewal codes and details. Prize is redeemable for unlimited admission to Cedar Point, Cedar Point Shores waterpark and free parking on any public operating day of each park operating season as long as Park is operating and owned by Millennium Operation.

ONE (1) "DUNKIN' ENDLESS SUMMER FUN" PRIZE PACKAGE: \$10,000 check. ARV is \$10,000.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period for each Sweepstakes Prize Package.

For All Trip Prizes: Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground

transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion(s) must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion.

Instant Win Game Prizes:

SIX (6) FIRST PRIZES (one (1) awarded per week): A pair of Cedar point Gold Passes. Includes unlimited visits to Cedar Point and Cedar Point Shores Waterpark every public operating day in 2020 and 2021, free parking, special discounts, and early ride times. Valid for the 2020 and 2021 operating seasons. ARV of each prize: \$258.

FORTY-TWO (42) SECOND PRIZES (one (1) awarded per day): A pair of Cedar Point single day tickets, valid for the 2020 and 2021 operating seasons. ARV of each prize: \$150.

THREE (3) THIRD PRIZES: Keurig brewer Keurig® K-Mini Plus™ Single Serve Coffee Maker: ARV of each prize: \$100.

TWENTY-ONE THOUSAND (21,000) FOURTH PRIZES (five hundred (500) awarded per day): One (1) \$10 Dunkin' Donuts Promo eCard. eCard expires 11/30/2020. ARV of each prize: \$10.00.

TWENTY-ONE THOUSAND (21,000) FIFTH PRIZES (five hundred (500) awarded per day): One (1) \$5 Dunkin' Donuts Promo eCard. eCard expires 11/30/2020. ARV of each prize: \$5.00.

Instant Win Game Offers:

SIXTY THOUSAND (60,000) KEURIG OFFERS: A digital code that can be redeemed for 20% off a purchase at Keurig.com. Offer valid for 20% off boxes of Dunkin' Donuts® K-Cup® pods purchased on www.Keurig.com through 11:59 p.m. PST on 08/29/2020, while supplies last. Does not include K-Carafe®, K-Mug®, and Rivo® or Vue® pods, Green Mountain Coffee Roasters® Reserve coffees, illy®K-Cup® pods, coffee shots, bagged coffee or any Keurig® bundles. Enter code in the "Coupon(s)" box during checkout. Free standard shipping to U.S. addresses on all brewers and orders of \$29 or more, after any promo codes, discounts, or coupons are applied. Cannot be combined with other offers, not valid toward gift certificates, previous purchases, Auto-Delivery orders, Rewards Catalog purchases, and is not redeemable for cash. Offer only valid at www.Keurig.com. Keurig's Terms of Use apply. ARV of each Offer: there is no ARV associated with this offer.

TWO HUNDRED CREAMER OFFERS: A digital code that can be redeemed for \$1 off one (1) Dunkin' Donuts Coffee Creamer Quart coupon. Limit one (1) coupon per purchase. Consumer pays any sales tax. Void if sold, transferred, reproduced or where prohibited or restricted by law. Print coupon by August 11, 2020. Coupon expires September 11, 2020.

Odds of winning an Instant Win Game prize/offer depend on the number of Instant Win prizes/offers available divided by the number of eligible Instant Win Game plays.

For All Prizes/offers: Terms and conditions of passes, tickets and Promo Digital eCards apply. No cash equivalent and all prizes/offers are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winner will receive an IRS Form 1099 from Sponsor or its agent and is responsible for all taxes and fees associated with prize receipt and/or use. Sponsor reserves the right to substitute a prize for one of comparable or greater value, at its sole discretion. Prizes/offers are awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all taxes and fees associated with prize receipt and/or use not specified herein as being provided. Limit: One (1) Instant Win Game prize, one (1) Instant Win offer, and one (1) Sweepstakes prize per person. TOTAL ARV OF ALL PRIZES: \$351,246.

10. Release: By participating in the Promotion, entrants agree to release and hold harmless Sponsor, Administrator, Danone US, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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 Promotion or receipt or use or misuse of any prize.

11. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, now or hereafter devised, in any manner, worldwide, in perpetuity, without further payment or consideration, notification or permission.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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 Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s)/offer(s), as determined by Sponsor in its sole discretion. In the event the Sweepstakes or Instant Win Game is terminated, Sponsor reserves the right to modify the prizes offered herein and to award the prizes/offers at random from among the non-suspect, eligible entries or plays received up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor. 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 Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries, plays and/or prize claims. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including, without limitation, attorneys' fees and other remedies 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.

13. 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 Promotion; (2) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of

the Promotion, the processing of entries, plays or prize claims, the announcement of the prizes/offers or in any Promotion-related materials; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes/offers will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes/offers 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/offers by a random drawing among all legitimate, un-awarded, eligible prize claims.

14. 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 by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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 Promotion, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.dunkindonuts.com/en/privacy-policy>.

16. Winners List: For a winners list, visit <https://bit.ly/2Y7W6e2>. The winners list will be posted after winner confirmation is complete.

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