

## Spring Dunkin' Savings Time Official Rules

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

**1. Eligibility:** Spring Dunkin' Savings Time (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 March 8, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on April 7, 2020 at 11:59 p.m. ET (the "Promotion Period"). 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.dunkinsavingstime.com](http://www.dunkinsavingstime.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 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 two (2) ways to enter:**

**a.) Make a Qualifying Purchase:** During the Promotion Period, purchase any Dunkin' product

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.dunkinsavingstime.com](http://www.dunkinsavingstime.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 ("Beach Trip"; "Explore A City"; "Grand Canyon" or "Backyard Makeover")**, to "Spring Dunkin' Savings Time," c/o Merkle Inc., P.O. Box 5021, Department 843821, Kalamazoo, MI 49003-5021. 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 Backyard Makeover Sweepstakes Prize Package drawing.** All mail-in entries must be handwritten and must be postmarked by April 8, 2020 and received by April 15, 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.

**Limit:** Each entrant may enter the Sweepstakes up to three (3) times per day during the Promotion Period, regardless of method or combination of methods. 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 April 20, 2020 from all eligible entries received for each applicable Sweepstakes Prize Package. **Instant Win Game:** Thirty-one thousand (31,000) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period, one thousand (1,000) winning times will be generated per day. 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 indicated.

**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 is contingent upon compliance with these Official Rules. Each potential Sweepstakes Grand Prize winner will be notified by email. Each potential Sweepstakes Grand Prize 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 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. 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 valued at \$25 or less will go unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

## **9. Prizes:**

### **Sweepstakes Prizes:**

ONE (1) "BEACH TRIP 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 \$7,650.00. 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.

ONE (1) "EXPLORE A CITY 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 city adventure of their choice and \$800.00 spending money. ARV is up to \$7,650.00. 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.

ONE (1) "GRAND CANYON ADVENTURE FOR FOUR (4)" PRIZE PACKAGE: A trip for four (4) to Flagstaff, Arizona. Trip package includes round trip, coach-class air transportation for four (4) 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 (double room, double occupancy or single room, quad occupancy); roundtrip private ground transfers, helicopter tour of Grand Canyon and \$800.00 spending money. ARV is up to \$7,650.00. 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.

ONE (1) "BACKYARD MAKEOVER" PRIZE PACKAGE: \$8,000.00 check. ARV is \$8,000.00.

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:**

FIFTEEN THOUSAND FIVE HUNDRED (15,500) FIRST PRIZES: One (1) \$10 Dunkin' Donuts Promo Digital Codes. Codes expires 7/31/2020. ARV: \$10.00.

FIFTEEN THOUSAND FIVE HUNDRED (15,500) SECOND PRIZES: One (1) \$5 Dunkin' Donuts Promo Digital Codes. Codes expires 7/31/2020. ARV: \$5.00.

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

For All Prizes: Terms and conditions of Promo Digital Codes apply. No cash equivalent and all prizes 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 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 and one (1) Sweepstakes prize per person. TOTAL ARV OF ALL PRIZES: \$263,450.00.

**10. Release:** By participating in the Promotion, entrants agree to release and hold harmless Sponsor, Administrator, 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, as determined by Sponsor in its sole discretion. In the event the Sweepstakes or Instant Win Game is terminated, Sponsor reserves the right to award the prizes 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 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 will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than 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.

**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 <http://bit.ly/316Rh4c>. The winners list will be posted after winner confirmation is complete.

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