

## Dunkin' Extras Official Rules

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

**1. Eligibility:** Dunkin' Extras (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. Franchisees and employees of Dunkin' Brands ("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 in the Promotion 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 an instant win game (the "Instant Win Game") and an offer (the "Offer").

**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 *Instant Win Game* begins on April 1, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on May 31, 2022 at 11:59 p.m. ET (the "Instant Win Game Period"). For purposes of this Instant Win Game, a "day" begins at 12:00 a.m. ET and concludes on the same day at 11:59 p.m. ET. The *Offer* begins on April 1, 2022 at 12:00 a.m. ET and ends June 30, 2022 at 11:59 p.m. ET ("Offer Period"). Administrator's computer is the official time-keeping device for the Promotion.

#### **4. How to Play the Instant Win Game and Receive an Offer:**

- a. Instant Win Game:** During the Instant Win Game Period, to register and play the Instant Win Game, either (i) visit your local grocery retailer and locate and scan the QR code on select Dunkin' K-Cup products (data rates apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to enter) or (ii) visit <http://www.dunkinextras.com>, then follow the instructions to complete and submit the registration form including a valid email address. Upon completing the registration process, during the Instant Win Game Period, you will receive one (1) Instant Win Game token.

To play your Instant Win Game token, follow the links and instructions. The game play results will be instantly displayed. Potential winners will be provided directions for validation. All prize claims are subject to verification of eligibility and compliance with the terms of the Official Rules.

Limit: One (1) Instant Win Game play per person per day during the Instant Win Game 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/Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/Offer/prize claims and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification and all associated plays/Offer/prize claims will be void. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, delayed, inaccurate, or misdirected registrations, game plays, prize claims, emails, Offers, mail or other communications of any kind. 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.

- b. How to Receive the Offer:** Upon completing the registration process, during the Offer Period, you will earn a coupon redeemable for a \$2 medium cold brew coffee in-store at participating Dunkin’ restaurants (terms and conditions apply) (“Offer”). You can redeem the Offer up to three (3) times. Offer expires July 7, 2022. Instructions for redemption will be provided with Offer coupon.

**5. Instant Win Game Winner Determination:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. Ninety-one (91) random, computer-generated winning times, one for each prize listed below, will be generated during the Instant Win Game Period, one (1) winning time 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 winner of the prize indicated.

**6. 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 SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES 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.**

**7. Verification of Potential Instant Win Game Winners:** If a potential winner of any prize cannot be contacted or if a prize or prize notification is returned as undeliverable or if a potential winner is otherwise not in compliance with these Official Rules, potential winner forfeits the prize. Unclaimed prizes will go unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Instant Win Game.

**8. Instant Win Game Prizes:** SIXTY-ONE (61) PRIZES: One (1) \$25 digital Dunkin’ Promo eCard. eCard expires 7/30/22. Approximate Retail Value (“ARV”): \$25.00. 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. Terms and conditions of Promo eCards 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. 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) prize per person. TOTAL ARV OF ALL PRIZES: \$1,525.00.

**9. Release:** By participating, entrant agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the “Released Parties”) from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Promotion or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown and state, and prize information, for promotional purposes in any and all media now or hereafter devised, worldwide in perpetuity, without further notification, payment or consideration to, or permission from, winner.

**11. General Conditions:** Sponsor reserves the right to cancel or modify the Promotion if fraud, technical failures, human error, or any other factor impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award any unclaimed prizes at random from among the non-suspect, eligible, non-winning game plays received up to the time of the impairment. 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 Promotion, 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 game plays/Offer/prize claims. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages (including, but not limited to, 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.

**12. 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) 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 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 registrations, game plays, Offers or prize claims, the announcement of the prizes or Offer, 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 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 in the Promotion, 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.

**13. Disputes:** Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes 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; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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.

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

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