

Dunkin At Home Extras Loyalty Program Terms and Conditions

Last Revised: July 5, 2022

The Dunkin at Home Extras Loyalty Program (also known as the “Program”) is offered at the sole discretion of Dunkin’ Brands, Inc. (“Sponsor”). The Program rules, terms, conditions, benefits, or rewards may be modified at any time by Sponsor with or without notice. Such changes may affect previously earned points (“Points”) and rewards (“Rewards”). Any changes Sponsor makes will be effective immediately on notice, which it may give either by posting the new terms on the site or via e-mail. Your participation in the Program after such notice will be deemed acceptance of such changes. You should review these Terms and Conditions periodically to ensure familiarity with the most current version. You will always be able to tell when the version was last updated by checking the "Last Revised" date at the top of these Terms and Conditions.

Please read the [Privacy Policy](#) (California Residents, should see Notice of Financial Incentive disclosure below) and [Terms of Use](#) carefully to understand how Sponsor collects, uses and discloses information about its customers.

Sponsor: Dunkin’ Brands, Inc., 130 Royall Street, Canton, MA, 02021.

Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

Eligibility

- Open to individuals who are legal residents of the fifty (50) United States (and the District of Columbia), who are at least eighteen (18) years old at the time of enrollment. Groups and organizations are not eligible to participate in the Program.

How to Enroll in The Program

- Go to www.dunkinextras.com (the “Website”)
- Complete the enrollment form to create an account (“Account”). Fields include the following:
 - First Name
 - Last Name
 - Email
 - Password
 - Confirm Password
 - Zip
 - Marketing opt-in
 - Terms and Conditions acceptance
- Only the individual named on the registration form (the “Participant”) will accrue Points and will be entitled to access Account information. Only one (1) Account per Participant. In the event that a Participant creates multiple accounts, Sponsor will not merge Points into one (1) Account.
- Participant is responsible for maintaining the confidentiality of, and for restricting access to, the Account and its password. Participants agree to accept responsibility for all activities that occur under their Account. Without limiting any other remedies, Sponsor may suspend or terminate a Participant’s Account, or deem a Participant ineligible from participating, earning Points, or winning chance to win opportunities if Sponsor suspects that a Participant has engaged in fraudulent activity or any other action that violates the intent of the Program Terms and Conditions in connection with the Program. Any failure to abide by these Terms and Conditions or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation in connection with the Program may result in the termination of participation in the Program, forfeiture of Points accrued to date, and any rights or remedies available to Sponsor in law or equity.

How to Earn Points in the Program

- Enroll in the Program – 10 Points; Limit: once per lifetime of Program
- Select an Avatar – 5 Points; Limit: once per lifetime of Program
- Provide Birth Month and Date – 15 Points; Limit: once per lifetime of Program
- Share the Program through Twitter - 20 Points per share; Limit: twice per calendar month
- Closed loop referral through Facebook and Email - Participants can follow the on-screen instructions to share the Program on Facebook or by email. The Facebook post or email will contain a unique link to the Program. For each referred friend who registers for the Program through the Participant's link from Facebook or email, Participant will earn 20 Points. Limit: twice per calendar month
- Visit www.dunkindonuts.com from Website – 5 Points; Limit: once per calendar month
- Make a "Qualifying Purchase" in store at any retailer (**excluding** Dunkin' restaurants) (online purchases from any retailer will be excluded) of these products:
 - Dunkin' Roast and Ground Coffee
 - Dunkin' Cold Brew Kit
 - Dunkin' K-Cups
 - Dunkin' Iced Coffee Ready to Drink – Single Serve
 - Dunkin' Iced Coffee Ready to Drink – Multi-Serve
 - Dunkin' Creamers – Multi-Serve
 - Dunkin' Creamers – Individual Portions
 - Dunkin' Cereal
 - Dunkin' Confection/Candy (Coffee Bars, Hot Chocolate Bombs)
 - Dunkin' Protein Powder

Be sure to keep your receipt(s). Take an image of the entire receipt(s). The receipt image(s) must be clear and legible, and include the retailer name, their address or store number, the purchase date and time, the Qualifying Purchase, the Qualifying Purchase price, and total amount spent. Then, visit the Website and 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 ten (10) Points per Qualifying Purchase dollar spent, exclusive of sales tax and any discounts. Your Qualifying Purchase(s) amounts will be rounded up or down to the nearest dollar to award Points. Online purchases are not eligible. Limit: one (1) receipt per Account per day.

- Receipts cannot be given away, bartered, auctioned, sold, or traded and all such receipts may be void. Participation in the Program by individuals who do so may be terminated at Sponsor's discretion.
- Point balances will be displayed in your Account on the Website.
- Sponsor will attempt to credit Participant Accounts with Points on a timely basis. However, each Participant shall have the responsibility of ensuring that their Points are properly credited. Any claim for Points not credited accurately must be received within 30 days, or the disputed Points shall no longer be valid.
- Sponsor reserves the right to remove Points from a Participant's Account if it determines that such Points were improperly credited to the Participant's Account or were obtained fraudulently. Validated Points deposited into a Participant's Account that are subsequently determined to be invalid for any reason are subject to disqualification and will be removed from the Participant's Account.
- Sponsor reserves the right to change how points may be awarded in the Program, including, without limitation, the products that qualify as "Qualifying Purchases," the activities that earn Points, and the number of Points awarded at any time during the Program. Sponsor may also offer additional limited opportunities to earn Points from time to time during the Program. For purposes of clarity, Sponsor reserves the right to change, add, or remove the methods by which Participants can earn Points at any time during the Program.

How to Redeem Program Points

- Visit the Rewards Catalog on the Website and select an available Reward. Then, confirm your selected Reward.
- Points from Participant's Point balance will be deducted based on the number of Points required to redeem the selected Reward.
- Limit: Participants may only redeem up to ten (10) \$5 DD Promo eCards and five (5) \$10 DD Promo eCards every 30 days.
- Digital Rewards will be fulfilled to the email address associated with the Participant's Account within approximately 72 hours.
- Physical Rewards will be fulfilled by carrier to the address collected in the Program address update form within approximately 4-6 weeks of submission.
- Sponsor reserves the right to modify the items available in the Rewards Catalog, as well as their corresponding Point values, and overall Reward limits at any time for any reason.
- The total number of Points a Participant can use to redeem an item is the number of Points available in the Participant's Account at the time of a redemption.
- Rewards are available while supplies last.
- All redemptions for Rewards from the Rewards Catalog are final and the redeemed Points will be deducted immediately from Participant's Account.
- Participants are responsible for all costs and expenses associated with use of any Reward not stated in the Reward Catalog as being provided.
- Rewards are awarded "as is" with no representation, warranty, or guarantee, either express or implied, by Sponsor.
- Participants may not substitute or assign a Reward or Points or redeem a Reward or Points for cash.
- All Reward details are at Sponsor's sole discretion.
- No refunds will be provided on any Reward item. If for any reason a Reward item is received damaged, becomes unavailable, or cannot be fulfilled, Sponsor, in its sole discretion, will replace the Reward item with one of equal or greater value.
- DD Promo eCards, gift cards, coupons and certain other types of Reward items may have additional terms and restrictions, including expiration dates. Participants are responsible for understanding any such additional terms and conditions. DD Promo eCards, gift cards and coupons should be treated by Participants like cash and will not be replaced by Sponsor if they are lost or stolen. Participants are responsible for any costs and expenses that might be incurred by the Participant in receiving or using Reward items and which costs and express are not specifically included with the Reward.

Account Inactivity

- Points will expire after 12 months of Account inactivity. Expired points will be removed from Participant's Account. Points cannot be reinstated after they have been removed.
- Sponsor has the right to terminate a Participant's Account if the Participant does not purchase a Qualifying Product for a period of twenty-four (24) months or longer.

Additional Terms and Conditions

- There is no membership fee associated with the Program. Points accumulated under the Program have no cash value and cannot be used for any other program offered by Sponsor or otherwise.
- Participants may not sell, transfer, or assign Points and Points can only be earned by the Participant for Qualifying Purchases and other qualifying activities that Sponsor may offer.
- Sponsor reserves the right to terminate a Participant's Account and/or participation in the Program if the Participant has violated the Privacy Policy, Terms of Use, or these Terms and Conditions, or

if the use of an Account is unauthorized, fraudulent, or otherwise unlawful or in violation of any of those policies or terms.

- The Program will continue until such time as Sponsor, in its sole discretion, elects to terminate the Program. Sponsor has the right to terminate the Program at any time with notice to Participants.
- If Participant is permitted to create a new Account, it will require opting into the Program Terms and Conditions as of the date of the new Account and user will have zero points at the time of re-engagement.
- Sponsor reserves the right to offer additional Program benefits or bonus Points to some Participants based on geographic location, level of Program participation, or other criteria as determined by Sponsor in its absolute discretion. Some special promotional offers, benefits, and communications may also be based on the volume or type of purchases. Special offers may be distributed by email and Participant must opt-in to receive promotional and marketing emails from the Program and provide a valid email address in order to be eligible to receive them. A Participant may opt-out of receiving additional Program communications and still remain an active Program Participant.

Taxes

- Participants are responsible for payment of any taxes that may result from participation in the Program.
- Participants may be required to complete tax documents, including an IRS W-9 or equivalent, in order to receive prizes won through promotional games in the Rewards Catalog or if a Participant wins an aggregate value of \$600 in prizes in one calendar year. If required, Participant will be sent an IRS Form 1099 reporting the total value of all prizes won for the applicable calendar year.

General Terms and Conditions

- Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses or is suspected of using the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes, or ordinances. In addition to suspension or discontinuance of Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action against such persons, including criminal prosecution, as it deems necessary in its sole discretion.
- Any attempt by a person to undermine the legitimate operation of the Program may be a violation of criminal and civil law. If such an attempt is made, Sponsor may 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 of these Terms and Conditions shall not constitute a waiver of this, or any other provision, or of any other rights or remedies that Sponsor may have.
- All questions or disputes regarding eligibility for the Program, the availability of Rewards, or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion. By participating, Participants agree that all decisions made by Sponsor or its designated agents regarding the Program, Rewards, or Participant's eligibility are final.
- Released Parties (as defined below) are not responsible for any incorrect or inaccurate information supplied by Participants for the Program. Participants are responsible for maintaining updated contact information on the Website.
- The Program is subject to all applicable laws and regulations.

Publicity

- Except where prohibited, participation in the Program constitutes recipient's consent to Sponsor's and its agents' use of recipient's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

Limitation of Liability

- Sponsor, Administrator, Meta (dba Facebook and Instagram), and Twitter, and their respective parent companies, affiliates, subsidiaries, franchisees, service providers, and promotional and advertising agencies, and all of their respective officers, directors, representations, agents and employees (collectively, "Released Parties") are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at the Website or any combination thereof. In the event that online access is temporarily corrupted and suspended, notice of such may be provided at the Website and Participants may be advised to hold receipts until such time that the Program, as originally intended, may be resumed, as determined by Sponsor in its sole discretion.
- By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Released Parties from and against any claims, liabilities, damages or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.
- UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM OR ANY PURCHASED OR REDEEMED ITEM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF ADMINISTRATOR IMPROPERLY DENIES A PARTICIPANT ANY REDEEMED ITEM, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF ITEM. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.
- Released Parties are not responsible for any products or services offered on the Website. TO THE FULLEST EXTENT ALLOWABLE BY LAW, RELEASED PARTIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED THROUGH THE PROGRAM. Those include any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item redeemed therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participant's rights and obligations, or the rights and obligations of Sponsor or Administrator in connection with the Program, 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 State of Michigan.
- If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.
- This Program is in no way sponsored, endorsed, administered by, or associated with Twitter, Inc., or Meta.

Notice Of Financial Incentive

- Financial incentives, as defined under the California Consumer Privacy Act (“CCPA”), include programs, benefits, or other offerings, including payments to consumers as compensation, for the disclosure, deletion, or sale of personal information about them. Although we do not consider our Dunkin’ At Home Extras to be a “financial incentive,” it may be interpreted to be one under California law.
- We offer Dunkin’ Promo eCards to consumers who sign up for our Dunkin’ At Home Extras program and voluntarily provide certain requested personal information to us. You can find a full description of the Dunkin’ At Home Extras program, including the benefits offered, and related legal terms, at DunkinExtras.com.
- You can opt-in to Dunkin’ At Home Extras program by registering on the website. You have the right to withdraw from Dunkin’ At Home Extras program at any time by contacting us at questions@helloworldfulfillment.com
- We generally do not treat consumers differently if they exercise a privacy right under California law. However, you will need to set up a Dunkin’ At Home Extras program account (and voluntarily provide the personal information requested) in order to receive certain member benefits. In such circumstances, we offer a price difference that is reasonably related to the value of your data to us in connection with the program. The price differences reflected in Dunkin’ At Home Extras program are provided based upon our reasonable determination of the estimated value of the data you provide to us, which takes into consideration a number of factors, including, among other things, our estimates regarding the anticipated revenue generated from such data and the actual and anticipated expenses that we incur in the collection, storage, and use of such data in connection with Dunkin’ At Home Extras program.

© 2022 Merkle Inc. All rights reserved.

This Program is in no way sponsored, endorsed, or administered by, or associated with, Dymatize.