

## **Dunkin' Cart Catch**

### **Official Rules**

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

**1. Eligibility:** Dunkin' Cart Catch (the "Promotion") consists of a sweepstakes (the "Sweepstakes") and two (2) separate instant win games (each an "Instant Win Game").

The Sweepstakes is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and who are members of the Dunkin' At Home Extras Loyalty Program at the time of entry. If you are not a Dunkin' At Home Extras Loyalty Program member, becoming a member is free. All Dunkin' At Home Extras Loyalty Program Terms apply.

One of the Instant Win Games is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and who are members of the Dunkin' At Home Extras Loyalty Program at the time of entry (the "Member Instant Win Game"). If you are not a Dunkin' At Home Extras Loyalty Program member, becoming a member is free. All Dunkin' At Home Extras Loyalty Program Terms apply. You may play the Member Instant Win Game or send in mail-in request(s) to earn Dunkin' At Home Extras Loyalty Program points as outlined in Section 4.

The other Instant Win Game is only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and who are not members of the Dunkin' At Home Extras Loyalty Program (the "Non-Member Instant Win Game").

Franchisees and 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.

**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 2, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on April 1, 2023 at 11:59 p.m. ET (the "Promotion Period"). For purposes of this Promotion, a "day" begins at 12:00 a.m. ET and concludes on the same day at 11:59 p.m. ET. Administrator's computer is the official time-keeping device for the Promotion.

#### **4. How to Enter/Play:**

**a. Non-Member Instant Win Game:** During the Promotion Period, visit [www.dunkinfun.com](http://www.dunkinfun.com) (the "Website") and follow the instructions to select that you would like to enter via email. You will advance to the Non-Member Instant Win Game page and receive one (1) Non-Member Instant Win Game play for that day. Once on the Non-Member Instant Win Game page, play the Non-Member Instant Win Game. The Non-Member Instant Win Game results will be instantly displayed. Potential winners of the Non-Member Instant Win Game will be provided directions for validation ("prize claims"). All potential winners are subject to verification of eligibility and compliance with these

Official Rules before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game. If you play the Non-Member Instant Win Game and your first play results in a non-winning message, you will receive one (1) additional Non-Member Instant Win Game play.

**b. Sweepstakes and Member Instant Win Game:** During the Promotion Period, you may either visit [www.dunkinfun.com](http://www.dunkinfun.com) (the "Website") or [dunkinextras.com](http://dunkinextras.com) and follow the instructions to sign into your Dunkin' At Home Extras Loyalty Program account ("Account"). Next, follow the instructions to select 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 receive one (1) Sweepstakes entry into the Sweepstakes Prize Package drawing you selected. You will receive one (1) Member Instant Win Game play for that day. Follow the links and instructions to play the Member Instant Win Game. The Member Instant Win Game results will be instantly displayed. Potential winners of the Member Instant Win Game will be provided directions for validation ("prize claims"). All potential winners are subject to verification of eligibility and compliance with these Official Rules before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game. If you play the Member Instant Win Game and your first play results in a non-winning message, you will receive one (1) additional Member Instant Win Game play.

**Bonus Dunkin' At Home Extras Points:** During the Promotion Period, there are two (2) ways to earn Dunkin' At Home Extras Points, as outlined below:

- i. Play Member Instant Win Game:** While playing the Member Instant Win Game, there will be various products dropping that you can catch within your virtual cart. If you collect the 5 points Dunkin' At Home Extras icon, you will earn 5 Dunkin' At Home Extras Points and may earn up to 10 Dunkin' At Home Extras Points per Member Instant Win Game play.
- ii. Mail-in Alternate Method:** To earn Dunkin' At Home Extras Points without playing the Member Instant Win Game, print your name, address, day and evening phone numbers, email address associated with your Dunkin' At Home Extras Account, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Dunkin Cart Catch – Bonus Dunkin' At Home Extras Points," c/o Merkle Inc., P.O. Box 5022, Department 849182, Kalamazoo, MI 49003-5022. You will receive 10 Dunkin At Home Extras Points. Limit: One (1) request per envelope. All mail-in entries must be postmarked by March 29, 2023 and received by April 5, 2023. 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 earn up to eighty (80) Dunkin' At Home Extras Points during the Promotion Period either by playing the Member Instant Win Game, sending in a mail-in entry, or a combination of the methods, as outlined above.

Then, there are two (2) ways to earn additional Sweepstakes Entries:

- i. Upload a Receipt:** During the Promotion Period, make a "Qualifying Purchase" as defined in the Dunkin' at Home Extras Loyalty Program Terms and Conditions and visit [www.dunkinextras.com](http://www.dunkinextras.com). Follow the instructions to sign into your Account and upload your receipt. Once your receipt has been validated, you will receive one (1) Sweepstakes entry into the Sweepstakes Prize Package drawing you selected while registering for the Sweepstakes.
- ii. Mail-in Alternate Method:** To enter without making a purchase, print your name, address, day and evening phone numbers, email address associated with your Dunkin'

At Home Extras Account, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Dunkin' Cart Catch," c/o Merkle Inc., P.O. Box 5022, Department 849182, Kalamazoo, MI 49003-5022. **You must also list out the Sweepstakes Prize Package you would like to enter for the chance to win on the outside of the envelope, (either "Supermarket Sweep," "\$4,000 Cash Giveaway," "1 Year Meal Service Delivery," or "Dunkin' For a Year").** You will receive one (1) Sweepstakes entry into the Sweepstakes Prize Package drawing you indicated on the envelope. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by April 1, 2023 and received by April 10, 2023. **If you do not indicate a Sweepstakes Prize Package on the outside of the envelope, your entry will be voided, and you will not receive any entries into the Sweepstakes.** 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 play the either the Non-Member Instant Win Game or Member Instant Win Game one (1) time per day during the Promotion Period, as specified herein; subject to the prize award limitations set forth below. Each entrant may receive up to one (1) additional Non-Member Instant Win Game or Member Instant Win Game play if the first time he/she/they play that day he/she/they receive a non-winning message in the applicable Instant Win Game. Each entrant may receive one (1) Sweepstakes entry per day during the Promotion Period either by uploading a receipt or sending in a mail-in entry, as outlined above.

Multiple entrants are not permitted to share the same email address or Account. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, Accounts identities, registrations and logins, or any other methods will void that entrant's plays/entries/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/entries/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, entries 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.

**5. 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 the potential Sweepstakes winners on or around April 14, 2023 from all eligible entries received for each respective Sweepstakes Prize. Member Instant Win Game Prizes: Fifteen thousand five hundred (15,500) random, computer-generated winning times, one for each Member Instant Win Game prize listed below, will be generated during the Promotion Period. If you are the first player to play the Member Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the Member Instant Win Game prize indicated. See Section 8 for Prize Limiting. Non-Member Instant Win Game Prizes: Fifteen thousand five hundred (15,500) random, computer-generated winning times, one for each Non-Member Instant Win Game prize listed below, will be generated during the Promotion Period. If you are the first player to play the Non-Member Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the Non-Member Instant Win Game prize indicated. See Section 8 for Prize Limiting.

**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 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.**

**7. Verification of Potential Sweepstakes and Instant Win Game Winners:** Receiving a prize is contingent upon compliance with these Official Rules. Each potential Sweepstakes Prize winner will be notified by email. Each potential Sweepstakes 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. If a prize is forfeited, there will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Instant Win Game Prizes will go unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

**8. Prizes:**

**Sweepstakes Prizes:**

<b>Quantity</b>	<b>Sweepstakes Prize Description</b>	<b>Approximate Retail Value ("ARV")</b>
1	Supermarket Sweep fulfilled as a \$4,000 check.	\$4,000.00
1	\$4,000 Cash Giveaway fulfilled as a check.	\$4,000.00
1	1 Year Meal Service Delivery fulfilled as a \$4,000 digital gift card. Terms and conditions apply.	\$4,000.00
1	Dunkin' For a Year fulfilled as \$2,500 in physical gift cards. Terms and conditions apply.	\$2,500.00

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

**Member Instant Win Game Prizes:**

FIFTEEN THOUSAND FIVE HUNDRED (15,500) MEMBER INSTANT WIN GAME PRIZES: One (1) \$8.00 Dunkin' Promo eCard. eCard expires 5/30/23. ARV: \$8.00. Odds of winning a Member Instant Win Game prize depend on the number of Member Instant Win prizes available divided by the number of eligible Member Instant Win Game plays.

**Non-Member Instant Win Game Prizes:**

FIFTEEN THOUSAND FIVE HUNDRED (15,500) NON-MEMBER INSTANT WIN GAME PRIZES: One (1) \$6.00 Dunkin' Promo eCard. eCard expires 5/30/23. ARV: \$6.00. Odds of winning a Non-Member Instant Win Game prize depend on the number of Non-Member Instant Win prizes available divided by the number of eligible Non-Member Instant Win Game plays.

For All Prizes: 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. Non-cash/check prizes are not redeemable for cash. Limit: One (1) Sweepstakes prize and one (1) of each Instant Win Game Prize per person.

**9. 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.

**10. 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.

**11. 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 any unawarded Sweepstakes Prizes at random from among the non-suspect, eligible entries received (as applicable) for each Sweepstakes Prize up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor. If the event of termination, any unclaimed Instant Win Game Prizes will not be awarded. 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 registrations, 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.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) lost, late, incomplete, invalid, unintelligible, inaccurate, garbled, delayed, or misdirected registrations, entries, game plays, prize claims, email, mail, or other communications of any kind; all of which will be disqualified; (2) 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; (3) 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; (4) unauthorized human intervention in any part of the entry process or the Promotion; (5) 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 (6) 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 entry or 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 received for such prize.

**13. 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.

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

**15. Winner List:** For a winners list of prizes valued over \$25.00, please [click here](#). The winner list will be posted after winner confirmation is complete.

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