Dunkin' At Home Extras Harvest Hunt 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' At Home Extras Harvest Hunt (the "Promotion") consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game"). 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 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.

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 or franchisee, 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 September 26, 2024 at 9:00 a.m. Eastern Time ("ET") and ends on November 7, 2024 at 12:00 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, except the first day which begins at 9:00 a.m. ET and ends at 11:59 p.m. ET and the last day which begins at 12:00 a.m. ET and ends at 12:00 p.m. ET.

The Sweepstakes consists of a grand prize and first prize entry period (the "Grand Prize and First Prize Entry Period") which coincides with the Promotion Period and six (6) weekly entry periods (each a "Weekly Entry Period"), as outlined below:

Entry Period	Start Date at 12:00 a.m. ET (unless otherwise noted)	End Date at 11:59 p.m. ET (unless otherwise noted)	Postmark Date	Received by Date	Approximate Drawing Date
Weekly 1	9/26/2024 at 9:00 a.m. ET	10/2/2024	10/2/2024	10/9/2024	10/16/2024
Weekly 2	10/3/2024	10/9/2024	10/9/2024	10/16/2024	10/23/2024
Weekly 3	10/10/2024	10/16/2024	10/16/2024	10/23/2024	10/30/2024
Weekly 4	10/17/2024	10/23/2024	10/23/2024	10/30/2024	11/6/2024
Weekly 5	10/24/2024	10/30/2024	10/30/2024	11/6/2024	11/13/2024
Weekly 6	10/31/2024	11/7/2024 at 12:00 p.m. ET	11/7/2024	11/14/2024	11/21/2024
Grand Prize and First Prize	9/26/2024 at 9:00 a.m. ET	11/7/2024 at 12:00 p.m. ET	11/7/2024	11/14/2024	11/21/2024

Administrator's computer is the official time-keeping device for the Promotion.

4. How to Enter/Play:

- **a. Sweepstakes:** During the Promotion Period, visit dunkinextras.com and follow the instructions to sign into your Dunkin' At Home Extras Loyalty Program account ("Account"), or, if you do not have an Account, follow the directions to establish one. Then, follow the links and instructions to agree to these Official Rules. Next, you may earn Sweepstakes entries, as outlined below:
 - 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. Once logged into your Account, follow the links and instructions to upload your receipt. Once your receipt has been approved/validated, you will receive three (3) Sweepstakes entries into the applicable Weekly Entry Period drawing, three (3) Sweepstakes entries into the First Prize drawing, and three (3) Sweepstakes entries into the Grand Prize drawing. You may upload one (1) receipt per day during the Promotion Period. Receipts cannot be sold, bartered, or auctioned and all such receipts will be void.
 - ii. Mail-in Alternate Method: To enter without making a purchase, accurately 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' At Home Extras Harvest Hunt," c/o Merkle Inc., P.O. Box 5025, Department 864421, Kalamazoo, MI 49003-5025. You must also list out the Weekly Entry Period for which you are entering on the outside of the envelope, (e.g., "Weekly Entry Period 1"). You will receive three (3) Sweepstakes entries into the applicable Weekly Entry Period drawing, three (3) Sweepstakes entries into the First Prize drawing, and three (3) Sweepstakes entries into the Grand Prize drawing. Limit: One (1) entry per stamped, outer envelope. If you do not indicate a Weekly Entry Period on the outside of the envelope, your entry will be voided, and you will not receive any entries into the Sweepstakes. All mail-in entries must be postmarked by and received by the dates listed above in Section 3. 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. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: You may either upload one (1) receipt or send in a mail-in entry one (1) per day during the Promotion Period, as described above.

b. Instant Win Games: During the Promotion Period, visit www.dunkinfun.com and follow the instructions to sign into your Dunkin' At Home Extras Loyalty Program account ("Account"), or, if you do not have an Account, follow the directions to establish one. Next, you will proceed to the "Find the Hidden Dunkin' Items" page. You may optionally view the tutorial details and spot the items in the game or you may skip the tutorial and game. After you play or skip the game, you will receive one (1) Instant Win Game play. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided prize claim directions. Only potential winners who timely complete prize claim requirements and/or are verified as eligible will be awarded a prize. 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, as specified herein; subject to the prize award limitations set forth below.

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. Released Parties are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion (or to enroll in Dunkin' At Home Extras Loyalty Program). If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion or enrollment into Dunkin' At Home Extras Loyalty Program, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Operation of Sweepstakes and Instant Win Game: Administrator is an independent organization whose decisions as to the administration and operation, including the selection of potential winners, are final and binding in all matters related to the Promotion.

<u>Sweepstakes</u>: Administrator will randomly select the potential Sweepstakes winners on or around the dates listed above in Section 3 from all eligible entries received for each applicable Entry Period. Non-winning Weekly Entry Period entries will not carry over to any subsequent Weekly Entry Period.

<u>Instant Win Game</u>: 86,150 random, computer-generated winning times, one for each prize listed below, will be randomly seeded throughout the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-seeded times, you will be a potential instant winner of the prize indicated, subject to verification of potential winner's eligibility and compliance with these Official Rules.

- 6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND 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 HAS 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 Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes are not permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner (or parent/legal guardian if winner is at least 18 but still considered a minor in their state of residence) of a prize valued at or greater than \$600.00 will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") 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 or provide any other requested information within the required time period, as applicable, or is not in compliance with these Official Rules or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings, after which the prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded.
- 8. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

Sweepstakes Prizes:

ONE (1) GRAND PRIZE: Prize package includes a \$50 Dunkin' gift card, a swag pack (determined by Sponsor in its sole discretion), a Keurig® Brew+Chill™, and four (4) boxes of K-Cups. ARV: \$352.00.

TWO (2) FIRST PRIZES: Prize package includes a \$150 Dunkin gift card and a swag pack (determined by Sponsor in its sole discretion). ARV: \$175.00.

Weekly Entry Period Sweepstakes Prizes:

Prize Description	ARV per Prize	Total Quantity	Quantity Awarded per Weekly Entry Period
A case of Dunkin' Cold Brew Concentrate	\$57.00	18	3 available to be awarded per Weekly Entry Period
A case of ready-to-drink Dunkin' Caramel Iced Coffee	\$26.00	18	3 available to be awarded per Weekly Entry Period
\$25 Dunkin' gift card	\$25.00	120	20 available to be awarded per Weekly Entry Period
Frankford candy basket (determined by Sponsor in its sole discretion)	\$24.00	18	3 available to be awarded per Weekly Entry Period
\$15 Dunkin' gift card	\$15.00	120	20 available to be awarded per Weekly Entry Period

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the applicable Entry Period. <u>Limit</u>: One (1) Sweepstakes Grand Prize or First Prize per person; one (1) of each Sweepstakes Weekly Entry Period Prize type per person.

Instant Win Game Prizes:

Prize Description	Total Quantity	ARV per Prize
Dunkin' Branded Pillow	1,150	\$15.00
Dunkin' Branded Pin Set Series One	1,500	\$5.00
Dunkin' Branded Pin Set Series Two	1,500	\$5.00
100 Dunkin' At Home Extras Loyalty Program points	10,000	\$0.00
50 Dunkin' At Home Extras Loyalty Program points	20,000	\$0.00
250 Dunkin' At Home Extras Loyalty Program points	2,000	\$0.00
25 Dunkin' At Home Extras Loyalty Program points	50,000	\$0.00

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. <u>Limit</u>: One (1) of each Instant Win Game Prize type per person.

Total ARV of all prizes: \$39,678.00.

For All Prizes: Terms and conditions of gift cards and points apply. Prizes cannot be redeemed for cash and 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 for any reason. Winners are responsible for all federal, state and local taxes and fees as well as all costs and expenses associated with prize receipt and/or use not specified herein as being provided. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Winners of a prize or prizes equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Sweepstakes.

- **9. Release:** By participating, entrants agree to release and hold harmless Sponsor, Administrator, and their respective parents, 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 any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).
- **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 and all media now or hereafter devised, worldwide, without further payment or consideration, notification or permission. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.
- 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, 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), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and/or to award the prizes at random from among the non-suspect, eligible entries and/or nonwinning instant win game 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, including but not limited to submitting fraudulent entries/plays/prize claims, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner; and all associated entries/game plays/ prizes claims will be void. 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 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

- 12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (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; (5) lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, plays, prize claims, email, mail, or other communications of any kind; 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, use, inability to 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.
- 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 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. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
- **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. Winner List:** For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.
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