

Dunkin' Summer

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' Summer (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 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 August 5, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on September 15, 2022 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 Play the Instant Win Game: During the Promotion Period, visit www.dunkinsummer.com (the "Website") and complete and submit the registration form (if you haven't already done so), including 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 ("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 Instant Win Game and your first play results in a non-winning message, you will receive one (1) additional Instant Win Game play.

Limit: Each entrant may play the Instant Win Game up to two (2) times 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 Instant Win Game play if the first time he/she/they play that day he/she/they receive a non-winning message in the Instant Win Game.

Tell A Friend Program: After you enter the Promotion, you will be invited to share the Promotion with your family/friends on Twitter or Facebook, as outlined below.

- a. Share on Twitter: During the Promotion Period, you can share the Promotion on Twitter by clicking on the link to tweet the prepopulated message on Twitter.
- b. Share on Facebook: During the Promotion Period, you can share the Promotion on Facebook by clicking on the link to share the prepopulated message on Facebook.

Tell-A-Friend Instant Win Game Prize Details: If a friend subsequently registers through the link posted on Twitter or Facebook and if your referred friend wins an Instant Win Game prize (a \$6.00 or \$8.00 Dunkin' Promo eCard), you will win a Tell-A-Friend Instant Win Game Prize. For further clarification, if your referred friend wins a \$6.00 Dunkin' Promo eCard, you will win a \$6.00 Dunkin' Promo eCard. If your referred friend wins an \$8.00 Dunkin' Promo eCard, you will win an \$8.00 Dunkin' Promo eCard. See Section 6 and 9 below for additional details.

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, except a Dunkin' restaurant ("Qualifying Purchase"). Dunkin' restaurant receipts will not be accepted. **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) and show the Qualifying Purchase. Then, visit www.dunkinsummer.com (again "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) entry into the Sweepstakes. There is a limit of twelve (12) approved receipt uploads per person during the Promotion Period. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned or bartered; all of which will be void.
- 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 "5k Cash Payday", "Hot Air Balloon Trip", "Golf & Spa Trip in California", or "5k Gas and Groceries Prize",** to "Dunkin' Summer," c/o Merkle Inc., P.O. Box 5022, Department 849182, Kalamazoo, MI 49003-5022. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per stamped, outer 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 "5k Cash Payday" fulfilled as one (1) \$5,000.00 check drawing.** All mail-in entries must be handwritten and must be postmarked by September 15, 2022 and received by September 23, 2022. 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.

Limit: Each entrant may enter the Sweepstakes up to twelve (12) times during the Promotion Period, regardless of method or combination of methods.

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 the potential Sweepstakes winners on or around September 28, 2022 from all eligible entries received.

Instant Win Game Prizes and Tell A Friend Instant Win Game Prizes:

Instant Win Game Prizes: Forty-two thousand (42,000) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. For the \$8.00 Dunkin' Promo eCard Instant Win Game Prize and the \$6.00 Dunkin' Promo eCard Instant Win Game Prize, there will be one thousand (1,000) random, computer-generated winning times generated per calendar day during the Promotion

Period.

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 Instant Win Game prize indicated.

Tell-A-Friend Instant Win Game Prizes: There will also be up to one thousand four hundred (1,400) Tell-A-Friend Instant Win Game prizes, one for each prize listed below. If a potential Instant Win Game Prize winner registered for the Promotion after clicking on a link sent through the Tell-A-Friend program, the entrant who referred the potential Instant Win Game prize winner will win a Tell-A-Friend Instant Win Game Prize. For further clarification, if your referred friend wins an \$8.00 Dunkin' Promo eCard, you will win an \$8.00 Dunkin' Promo eCard Tell-A-Friend Instant Win Game Prize. If your referred friend wins a \$6.00 Dunkin' Promo eCard, you will win a \$6.00 Dunkin' Promo eCard Tell-A-Friend Instant Win Game Prize.

See Section 9 for Prize Limiting.

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 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. 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. Non- trip prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

9. Prizes:

Sweepstakes Prizes:

Quantity	Sweepstakes Prize Description	Approximate Retail Value ("ARV")
1	"5k Cash Payday" fulfilled as one (1) \$5,000.00 check	\$5,000.00

1	<p>Winner's choice of one (1) of the following:</p> <p>A. Hot Air Balloon Trip In Albuquerque - A trip for two (2) to Albuquerque, NM. 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) to Albuquerque, NM; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; and one (1) hot air balloon ride for two (2) for 1 hour. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited.</p> <p>B. \$4,600.00 check.</p>	\$4,600.00
1	<p>Golf & Spa Trip in California - Winner's choice of one (1) of the following:</p> <p>A. A trip for two (2) to San Diego, CA. 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) to San Diego, CA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel and \$500.00 spending</p>	\$4,500.00

	<p>money. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited.</p> <p>B. \$4,500.00 check</p>	
1	<p>"5k Gas and Groceries Prize" fulfilled as one (1) \$5,000.00 check</p>	\$5,000.00

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 Travel Prizes: 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 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. 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. Winners and guests must abide by all airline, hotel and other prize provider policies, including any COVID-19 masking and/or vaccination requirements. Failure to do so may result in forfeiture of prize. Winners and guests fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine

requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

Instant Win Game Prizes:

Quantity	Prize Description	ARV	Quantity Awarded per Day
21,000	One (1) \$8.00 Dunkin' Promo eCard. eCard expires 11/15/2022	\$8.00	1,000
21,000	One (1) \$6.00 Dunkin' Promo eCard. eCard expires 11/15/2022	\$6.00	1,000

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.

Tell-A-Friend Instant Win Game Prizes:

Quantity	Prize Description	ARV
700	One (1) \$8.00 Dunkin' Promo eCard. eCard expires 11/15/2022	\$8.00
700	One (1) \$6.00 Dunkin' Promo eCard. eCard expires 11/15/2022	\$6.00

Odds of winning the Tell-A-Friend Instant Win Game prize will vary based on who wins an Instant Win Game prize, please refer the above Instant Win Game prize odds.

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. Limit: One (1) of each Sweepstakes prize, one (1) of each Instant Win Game Prizes, and ten (10) Tell-A-Friend Instant Win Game prizes per person. TOTAL ARV OF ALL PRIZES: \$322,900.

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 (including any travel or activity related thereto).

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: 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 or game plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries or plays/prize claims (as applicable) and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification and all

associated registrations, entries, game plays, and/or prize claims may be void. In the event of a dispute as to any registration, entry, game play, or prize claim, the authorized account holder of the email address used to register will be deemed to be the entrant and they 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.

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 prizes at random from among the non-suspect, eligible entries or non-winning plays received (as applicable) 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 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.

13. 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.

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

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