Dunkin' Pittsburgh Penguins Free Coffee for a Year Giveaway Official Rules 2020

- 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
- **2. Eligibility:** The Dunkin' Pittsburgh Penguins Free Coffee for a Year Giveaway (the "Sweepstakes") is open only to legal residents of the following counties in Pennsylvania: Allegheny, Armstrong, Beaver, Butler, Fayette, Indiana, Lawrence, or Westmore and who are at least eighteen (18) years of age or older at the time of participation and entry. Franchisees and employees, directors and officers of Dunkin' Brands Inc. ("Sponsor"), MACLYN ("Administrator"), Pittsburgh Penguins ("Promotional Partner") and any of their respective affiliates, parents, subsidiary companies, franchisees and advertising and Sweepstakes agencies, and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household (collectively, "Released Parties"), of any of the foregoing, are not eligible. Sweepstakes is subject to all applicable federal, state and local laws. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, and by the decisions of Sponsor, which are final in all matters relating to the Sweepstakes.
- **3. Sweepstakes Period/Description:** The Sweepstakes begins at 12:00:00 AM Central Time ("<u>CT</u>") on March 2, 2020 and ends at 11:59:59 PM (CT) on March 9, 2020. (the "<u>Sweepstakes Period</u>").
- 4. How To Enter: There is a limit of one (1) entry per person throughout the Sweepstakes Period. Visit www.dunkinpenguinsgiveaway.com during the Sweepstakes Period for a chance to win Free Coffee for a Year (prize awarded in the form of \$598 in Dunkin' cards). All entries become the exclusive property of Sponsor and will not be acknowledged. Any attempt by a participant to obtain more than the allowable entries by using multiple/different e-mail addresses, identities or any other methods will void all of that participant's entries. To participate in this Sweepstakes, each entrant will be subject to Sponsor's Terms of Use (http://www.dunkindonuts.com/content/dunkindonuts/en/help/terms.html) and Privacy Policy

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- **5. Drawing:** On 3/10/2020 between 8:00 AM and 10:00 AM CT, Administrator, as an independent agency, shall perform a random prize drawing (the "<u>Drawing</u>") from among all eligible entries received throughout the Sweepstakes Period. One winner will be selected to receive Free Coffee for a Year (prize awarded in the form of \$598 in Dunkin' cards). The odds of being selected as a potential Prize winner depend upon the total number of eligible Entries received throughout the Sweepstakes Period.
- 7. Prize Conditions: The total ARV of all potential prizes available to be awarded in this Sweepstakes is five hundred ninety-eight dollars (\$598). There is a limit of one (1) Prize per person throughout the Sweepstakes Period. In no event will Sponsor be responsible for awarding more than the stated number of prizes detailed herein. Actual value of prize may vary depending on fluctuations on current market conditions at time of prize fulfillment, and other factors, and any difference between the stated retail value and the actual retail value if any, will not be awarded. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive. No transfer, substitution or cash equivalent for any prize, in whole or in part, will be permitted except at Sponsor's sole discretion due to prize unavailability for any reason, and only then for a prize of greater or equal value determined by Sponsor shall be allowed. Transportation to/from the event, and any other expenses that come along with attending such an event (food, parking, souvenirs, etc.), unless detailed as explicitly included in a prize, will not be provided, and are the sole responsibility of the prize winner. Released Parties will not replace any lost or stolen tickets or vouchers once in prize winner's possession. Tickets are subject to terms and conditions specified thereon. Sponsor will determine seat locations. Prize winner and guest must comply with all venue rules and regulations. Sponsor, and/or any other relevant party, reserves the right to remove or to deny entry to prize winner and/or guest if they act in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. If the game is postponed or cancelled, Sponsor will have no further obligation to prize winner. Winners' companions must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian, or if Sponsor approves otherwise. Released Parties will not be responsible for weather conditions, acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or

postponement of the event. Tickets may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture and may invalidate the license granted by the ticket(s).

- Prize Winner Notification/Verification: No potential prize winner is an official winner unless and until Sponsor confirms such. The potential Prize winner will be notified via email, in accordance with the contact information provided at the time of entry, on or about one (1) business day after the Drawing. Administrator will make two (2) attempts to contact the potential Prize winner. The potential Prize winner will have twenty-four (24) hours from the time of the first notification attempt to respond to Administrator or else Administrator will move on and select/notify an alternate potential prize winner. If a potential prize or Prize winner fails to respond in the time period specified above, if any notification or notification attempt is returned as undeliverable or as an error, or a potential winner declines their prize, then the prize may be forfeited and an alternate potential winner will be selected, at the Sponsor's sole discretion. Once the potential Prize winner responds, he/she will then be provided with an affidavit of acceptance, eligibility, liability and publicity release as well as a W-9 Form (the "Prize Claim Documents"). The potential Prize winner must execute and return the Prize Claim Documents within two (2) calendar days of such being sent to the email address, or the prize will be forfeited, and an alternate potential Prize winner will be selected and notified, at Sponsor's discretion. By entering or being selected as a potential Prize winner, all entrants and potential/confirmed winners hereby consent to the use by the Released Parties of their entry and all information contained therein including but not limited to, name, likeness, opinions, images, statements and/or other indicia of persona, and personally identifiable information (collectively "Likeness"), for any and all uses and purposes (including, without limitation, for purposes of advertising and trade) in any media now known or hereinafter developed in any manner throughout the world (including, without limitation, the World Wide Web and on-air) in perpetuity without additional consideration (where legal), consent or prior review, and upon request will provide written consent to such use. All decisions of Sponsor relating to the Sweepstakes are final.
- General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY ENTRANTS OR WINNERS OR ANY BEHAVIOR BY A PRIZE WINNER OR GUEST THAT WILL BRING SUCH WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AND ALL PRIVILEGES WILL BE IMMEDIATELY TERMINATED. Released Parties assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error, which may occur in the processing of the entries in this Sweepstakes. Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or other services, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, fulfillment of prizes, or in any Sweepstakes-related materials. If, for any reason, the Sweepstakes (or any portion thereof) is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes (or any portion thereof). Should the Sweepstakes (or any portion thereof) be terminated prior to the stated expiration date, notice will be posted as Sponsor sees fit, and any unawarded prize will be awarded via random drawing from among all non-suspect, eligible entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. No softwaregenerated, robotic, programmed, script, macro or other automated Entries are permitted. Sponsor reserves the right in their sole discretion to disqualify any individual (and void all associated Entries) they suspect or find: (i) to have used a softwaregenerated, robotic, programmed, script, macro or other automated entry or any other means to subvert the entry process; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION

OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE MASSACHUSETTS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF MASSACHUSETTS SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree that the Released Parties (a) shall not be responsible or liable for, and hereby release the Released Parties from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES.

- 10. Request for the Name of Winners and/or Official Rules: For the name of the winner, available after the Sweepstakes Period has ended, and/or Official Rules, send a self-addressed stamped envelope, to be received by 4/10/2020, to: Dunkin' Pittsburgh Penguins Giveaway c/o MACLYN, 1573 Naperville/Wheaton Rd., Naperville, IL 60563. Please note on the left-hand corner of your envelope if you are requesting the Names of Winners or Official Rules.
- 11. Administrator: MACLYN, 1573 Naperville/Wheaton Rd., Naperville, IL 60563
- 12. Sponsor: Dunkin' Brands Inc., 130 Royall St., Canton, MA 02021.