



# Baskin-Robbins 70th Birthday Giftcard Sweepstakes Official Rules 2015

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID ANYWHERE OUTSIDE OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

2. Eligibility/Participation: Baskin-Robbins 70<sup>th</sup> Birthday Giftcard Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia), who are at least eighteen (18) years of age, or the age of majority in their jurisdiction of residence, whichever is greater, at the time of entry. Franchisees and employees, directors and officers of Dunkin' Brands Inc. ("Sponsor"), and any of their respective affiliates, franchisees, parents, subsidiary companies, and advertising and promotion agencies (collectively, the "Released Parties"), 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, of any of the foregoing are not eligible. Void where prohibited, or otherwise restricted by law. Sweepstakes is subject to all applicable federal, state and local laws. By participating in the Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Sweepstakes eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules, to Sponsor's Conditions of Use, Legal Notices and Privacy Policy as published at <http://www.baskinrobbins.com/privacy.aspx>; (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator, whose decisions shall be final and binding in all respects; and (5) you agree to release and hold harmless each of the Released Parties and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action.

3. Sweepstakes Period: The Sweepstakes commences at 12:00:00 AM Eastern Time ("ET") on September 01, 2015 and ends at 11:59:59 PM ET on September 30, 2015 (the "Sweepstakes Period"). Throughout the Sweepstakes Period, there will be four separate entry periods (each an "Entry Period"), as detailed in the Entry Period Chart below.

4. How To Enter: During an applicable Entry Period, visit [www.BaskinRobbins.com/BirthdayClub](http://www.BaskinRobbins.com/BirthdayClub) (the "Promotion Site"). Once at the Promotion Site, follow the onscreen prompts to provide all required information in order to "Sign Up" for the "Birthday Club" (hereinafter an "Entry"). For the avoidance of doubt, if you were already a member of the Birthday Club prior to the start of this Sweepstakes, you will automatically receive an Entry into all Prize Drawings, as defined and detailed below. There is a limit of one (1) Entry per person, throughout the Sweepstakes Period; all Entries will be carried forward into subsequent Entry Periods' Prize Drawings (if any).

All Entries become the exclusive property of Sponsor. In the event of any dispute concerning the identity of any entrant, the relevant Entry will be deemed submitted by the authorized email account holder used to subscribe to the Birthday Club. Any attempt by a participant to obtain more than the allowable Entries by using multiple/different e-mail addresses, identities or any other online methods will void all of that participant's Entries.

| Entry Period # | Dates               | 12:00 am ET - 11:59 pm ET |          |
|----------------|---------------------|---------------------------|----------|
| 1              | 09/01/15 - 09/09/15 | 18                        | 09/09/15 |
| 2              | 09/10/15 - 09/16/15 | 17                        | 09/16/15 |
| 3              | 09/17/15 - 09/23/15 | 17                        | 09/23/15 |
| 4              | 09/24/15 - 09/30/15 | 18                        | 09/30/15 |

5. Random Prize Drawings: Immediately at the end of each Entry Period, Administrator will perform one (1) random prize drawing (each a "Prize Drawing"), from among all eligible Entries received as of the time of the applicable Prize Drawing (both from pre-existing members and members who signed up during the Sweepstakes Period), in order to select the number of potential prize winners as detailed in the Entry Period Chart for the applicable Prize Drawing. The odds of being selected as a potential prize winner depend upon the total number of eligible Entries received as of the time of each applicable Prize Drawing.

6. Prizes/Approximate Retail Value ("ARV"): There are seventy (70) prizes available to be awarded in this Sweepstakes. Once confirmed as an official prize winner, as detailed below, prize winner will receive one (1) thirty-one dollar (\$31) Baskin-Robbins Gift Card. The ARV of each prize is thirty-one dollars (\$31). The total ARV of all prizes available to be awarded herein is two thousand one hundred and seventy dollars (\$2,170).



7. Prize Winner Notification/Verification: On or about one (1) business day after each Prize Drawing is performed, Administrator may make up to two (2) attempts within two (2) business days to contact each potential prize winner, via the email address provided upon registration, in the event a physical address is needed for prize delivery purposes, or further information is needed for prize verification purposes. Alternatively, if Administrator is able to award the prizes via email and does not require further information to verify the potential winner as an official winner, Administrator may unilaterally confirm each such potential prize winner as an official prize winner and may send their prize to the email address submitted upon registration to the Birthday Club. If a potential prize winner cannot be reached during the period in which he/she is attempted to be contacted, or if Administrator receives a bounce back from the email address, such potential prize winner will be disqualified and an alternate potential prize winner will be selected from among the remaining applicable Entries. Noncompliance, failure to respond to notification attempts, failure to provide any requested information, or returns of any prize/prize notification as undeliverable will result in disqualification and an alternate potential winner will be selected. By entering, all entrants and the 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 in any media now known or hereinafter developed throughout the world (including the World Wide Web and on-air) 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 and prizes are final.

8. General Prize Conditions: All prize details are at Sponsor's sole discretion. No transfer, substitution or cash equivalent, 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.

9. General Terms: Noncompliance with any of these Official Rules may result in disqualification. Sponsor assumes 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. Sponsor is not responsible for any problems or technical malfunctions 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, including the Promotion Site, 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. Sponsor is not responsible for any typographical or other error in administration of the Sweepstakes, or in the announcement of the prize winners. If, for any reason, the Sweepstakes 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 beyond the control of the Sponsor 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. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Promotion Site, or elsewhere as Sponsor sees fit, and the prizes will be awarded via random drawing from among all eligible entries received up until the time of 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 software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. Sponsor reserves the right in their sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online entry; (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 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 NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK 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 ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

10. Limitation of Liability: 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. The 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.

11. Request for the Names of Winners: For the names of the prize winners, available after the Sweepstakes Period has ended, send a self-addressed stamped envelope, to be received by 11/30/15, to: Baskin-Robbins 70<sup>th</sup> Birthday Giftcard Sweepstakes, c/o bottlerocket marketing group, LLC, 1500 Broadway,



32<sup>nd</sup> Floor, NY, NY, 10036.

12. Administrator: bottlerocket marketing group, LLC, 1500 Broadway, 32<sup>nd</sup> Floor, NY, NY, 10036.

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

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Mandates:

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Sweepstakes is open to legal residents of the 50 US/DC, 18 and older. The Sweepstakes Period begins at 12:00 am ET on 09/01/15 and ends at 11:59 pm ET on 09/30/15. For the Official Rules, including Entry Periods and prize descriptions/restrictions, visit [www.BaskinRobbins.com/BirthdayClub](http://www.BaskinRobbins.com/BirthdayClub). Sponsor: Dunkin' Brands Inc., 130 Royall Street, Canton, MA 02021.