

Baskin-Robbins Free Ice Cream for a Year Promotion - Official Rules 2015

1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE. 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. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY TWITTER.
2. Eligibility/Participation: The Baskin-Robbins Free Ice Cream for a Year Promotion (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older, or the age of majority in their jurisdiction of residence, whichever is greater, as of the date of their participation and entry. Franchisees and employees, directors and officers of Dunkin' Brands Inc. ("Sponsor"), Bottlerocket Marketing Group, LLC ("Administrator"), 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. Promotion is subject to all applicable federal, state and local laws. By participating in the Promotion, you agree that (1) you have read and understand the Official Rules; (2) you meet the Promotion 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 Promotion 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. Promotion Period: The Promotion begins at 12:00:00 am Eastern Time ("ET") on 02/17/15 and ends at 11:59:59 pm ET on 2/22/15, or earlier if the five (5) randomly selected Time(s)/Location(s), have all been selected and the prize winners have been confirmed (the "Promotion Period").
4. How To Participate/Win A Prize: Throughout the Promotion Period, Sponsor will randomly select winning times and corresponding Baskin-Robbins shops in the San Jose, Los Gatos, Santa Clara and/or Campbell areas in California (the "Time(s)/Location(s)"). The Promotion Period may end earlier if all of the five (5) randomly selected winning Time(s)/Location(s) have been selected, and all applicable potential prize winners confirmed as official, prior to 11:59:59 pm ET on 02/22/15. Many will participate, few will win. Odds of winning a prize depends on the actual number of eligible participants and the timing and location of such eligible participants' participation. In order for you to be a potential prize winner, you must be an eligible participant who steps/stepped into such randomly selected Baskin-Robbins shop ("Participate(s)") at one (1) of the randomly selected winning Time(s)/Location(s), as determined and verified by Sponsor, or if no one Participates exactly at such time you must be the first to Participate immediately after such time, as determined and verified by Sponsor. In these winning moments, the potential winner(s) will be approached by a representative of Sponsor and will be provided directions for validation and verification, as detailed below. There is no limit to the amount of times one (1) participant can Participate, however, there is a limit of one (1) prize per person, throughout the Promotion Period. In order to be named an official winner, participants must abide by these official rules.
5. Prize(s)/Approximate Retail Value ("ARV"): Five (5) prize ("Prize") winners (one (1) from each randomly selected Time/Location), once confirmed as detailed herein, will each receive one (1) year of free Baskin-Robbins Ice Cream (fulfilled as two (2) one hundred dollar Baskin-Robbins Cards and one (1) sixty dollar (\$60) Baskin Robbins Card). The calculation for the Grand Prize was reached by providing five dollars (\$5) per week for fifty-two (52) weeks, which would cover two (2) scoops of ice cream per week for an entire year. The total ARV of all Prizes available to be awarded throughout the Promotion Period is one thousand three hundred dollars (\$1,300). In no event will Sponsor be responsible for awarding more than the stated number of Prizes herein. 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. All Prize details are at Sponsor's sole discretion. Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Any and all guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions, and winners agree to look solely to said manufacturers for any such warranty or guarantee claim. All standard and stated gift card terms and conditions apply.
6. Prize Winner Notification/Verification: All potential Prize winners must comply with these Official Rules as published in order to be confirmed as an official winner and accept their Prize. The five (5) potential Prize winners, once confirmed by Sponsor, will be presented on the spot with an Affidavit of Acceptance/Eligibility and Liability/Publicity Release (where lawful) (the "Prize Claim Documents") and will have two (2) calendar days from the time of receipt to sign and return the Prize Claim Documents to Sponsor or Administrator, or else such prize may be forfeited. If a potential prize winner fails to return any Prize Claim Document within the number of days specified, or if the potential prize winner declines their prize, then the prize may be forfeited and an alternate potential prize winner will be selected as Sponsor deems fit. If the Promotion Period has ended and one (1) or more prize winners have not been confirmed, Sponsor reserves the right to extend the Promotion Period and award such prize in accordance with these official rules. In the event that there are less prize winners than there are prizes available due to no Participation, Sponsor reserves the right to only award the amount of prizes as there are eligible potential prize winners. The decisions of Administrator and Sponsor are final and binding on all matters relating to this Promotion.

7. General Terms/Limitation of Liability: Noncompliance with any of these Official Rules may result in disqualification. Sponsor assumes no responsibility for late, lost, jumbled, incorrect, or inaccurate paperwork, whether caused by any of the equipment or programming associated with or utilized in this Promotion or by any human error. Sponsor is not responsible for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or other services, providers, computer equipment, software, failure of any e-mail, technical problems or traffic congestion on the Internet or at any website, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation in this Promotion. Sponsor is not responsible for any typographical or other error(s) in administration of the Promotion, or in the selection/announcement of the Prize winners. If, for any reason, the Promotion 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 Promotion, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion. All interpretations of these Official Rules and decisions by Sponsor are final. Sponsor reserves the right in their sole discretion to disqualify any individual they suspect or find: (i) to have tampered with the participation process or the operation of this Promotion; (ii) to be acting in violation of these Official Rules; (iii) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (iv) to have provided inaccurate information on any legal documents submitted in connection with this Promotion. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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. Participants 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 Promotion or any Promotion-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. UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY PARTICIPANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL PARTICIPANT IN THIS PROMOTION. In the event that a court, or other tribunal of competent jurisdiction, shall hold any of the provisions of these Official Rules to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Official Rules shall otherwise remain in full force and effect.

8. Governing Law/Venue: THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION

9. Request for the Name of Winners and/or Official Rules: For a list of the names of the winners, available after the Promotion Period has ended, and/or Official Rules, send a self-addressed stamped envelope, to be received by 05/22/15, to: Baskin-Robbins Free Ice Cream for a Year Promotion c/o bottlerocket marketing group, LLC, 71 Elm Street, Unit 8, Foxboro, MA, 02035. Please note on the left-hand corner of your envelope if you are requesting the Names of Winners or Official Rules. Vermont residents may omit return postage if requesting a set of Official Rules.

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