



Dunkin' Donuts® Mug Up Promotion
(“Promotion”)

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED TO ENTER.

Eligibility: The Dunkin' Donuts Mug Up Promotion (the “Promotion”) is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older, except employees, officers and directors of The J.M. Smucker Company (“Sponsor”) and Dunkin' Brands, Inc., their subsidiaries, affiliated companies, franchisees and their employees, advertising, sales, promotion and judging agencies, webmasters/suppliers, and their respective immediate family members (spouse, parents, siblings, children and “in-laws”) and household members (whether or not related). Void outside the 50 United States and the District of Columbia and where prohibited by law.

How to Enter: Between September 3, 2013 12:00 p.m. (noon) Eastern Daylight Time (“EDT”), and June 2, 2014 11:59:59 a.m. EDT (“Promotion Period”), visit <http://www.dunkinathome.com/mug-up-contest> (the “Website”), follow the directions to register for the Promotion by accurately completing the online registration form by providing your name, street address, city, state, ZIP code, daytime phone number, e-mail address and date of birth (“Promotion Account”). After registering or signing in with your email address on a future visit, upload a photo of yourself with your mug of coffee (“Submission”). Or enter by posting a photo of yourself with your mug of coffee to Instagram™ with the hashtag #DunkinMugUp (also a “Submission”). To enter by posting to Instagram™ you must first link your Instagram™ account to your Promotion account; follow the direction on the Website to link your Instagram™ account to your Promotion account). You will receive one entry into the drawing for the corresponding Monthly Drawing Period for the first photo you upload or post each day during the Promotion Period. You may submit/post up to five photos per day, but there is a limit of one entry into the drawing for the corresponding Monthly Drawing Period per person, per day. Personal information collected will be used solely for the purposes of the Promotion and to notify the winners, and will not be otherwise re-used, sold or shared in any manner by Sponsor or any third parties. Photos may be posted to the photo gallery on the Website at Sponsor’s sole discretion. **You will be notified via email if/when your photo is posted to the photo gallery, and by entering you consent to receive this notification to the email address you provide at the time of registration and to your photo being posted to Sponsor’s photo gallery.**

Entry/Submission Requirements/Restrictions: Photo Submission must be in .jpg, .jpeg, .gif, or .png formats only with a maximum size of 5MB. Submissions must comply with all Conditions of Submission as described below to be eligible. Submissions must be suitable for presentation in a public forum and Sponsor reserves the right to reject any Submission which, in its sole and absolute discretion, it determines does not to meet any or all of the conditions set forth in these Official Rules. If Sponsor rejects any Submission, such Submission will not appear on the website. Submissions will not be judged and the quality or content of your Submission will not affect your odds of winning. Your submission of a Submission grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify the photo in any way, in any and all media, without limitation, and without additional consideration to you. No robotic, programmed, script, macro or other automated Entries (collectively "Automated Entries") are allowed. Automated Entries, or multiple Entries by the same person/email address or Entries that have been tampered with will result in disqualification of all such Entries. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different identities, registrations, or any other methods will void that entrant's entries and that entrant may be disqualified. All Submissions become the property of Sponsor and will not be returned.

Conditions of Submission: By registering for the Promotion, entrant agrees to fully comply with the Official Rules and the decisions of the Sponsor. Each entrant represents and warrants that: (a) the Submission is the original creation of the entrant and has not been copied in whole, or in part, from any other work; (b) the Submission had not previously been published by any third party in any medium or submitted to any other promotion, competition or contest; (c) the Submission does not infringe or violate the rights of any third party, including, but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights or any other intellectual property rights (no third party trademarks may be represented in the Submission except **Dunkin' Donuts** trademarks/brands); (d) the Submission does not contain any copyrighted material not owned by entrant or used without permission (including, without limitation, company names, photographs, works of art, images published on or in websites, television, movies or other media) and, to the extent necessary to avoid any such infringement, the entrant has obtained all necessary approvals, licenses, permits, rights, assignments, waivers, consents and permissions to all underlying elements, use of non-public figures names in whole or in part (including, without limitation, entrant's last name) or other works or properties incorporated into the Submission and the entrant will be able to furnish satisfactory (as determined by Sponsor in Sponsor's sole discretion) proof of such approvals, licenses, rights, assignments, waivers, consents and permissions to Sponsor upon request; (e) the Submission is not subject to any third-party agreements and the Sponsor will not be required to pay or incur any sums to any person or entity as a result of its use or exploitation of the Submission or ideas contained therein; (f) the Submission contains no content

that is likely to be considered offensive by Sponsor or could adversely affect the name, reputation or goodwill of the Sponsor or **Dunkin' Donuts**, or any other content deemed inappropriate by Sponsor, in its sole discretion; and (g) no laws were broken in the creation of the Submission. Entrant further represents and warrants that he/she is the only person depicted in or otherwise recognizable in or incorporated into the Submission and that entrant will execute a Publicity Waiver and Release, if requested by Sponsor and except where prohibited by law.

Monthly Prizes: Three Monthly Prizes per Monthly Drawing Period: Each prize winner will receive the following: one **Dunkin' Donuts** Gallon Mug, one \$250 VISA® gift card, and a year's supply of **Dunkin' Donuts** coffee (4 cases/24 bags to a case). Approximate retail value ("ARV"): \$375.00 each. Gift cards are subject to the terms and conditions set forth by the issuer, which will be selected by the Sponsor in its sole discretion. Total ARV of all prizes for each Monthly Drawing Period: \$1,125.00.

Drawings/Odds of Winning: Nine monthly drawings will be held, one for each Monthly Drawing Period. For purposes of this Promotion, a Monthly Drawing Period starts on the first business day of the month at 12:00 p.m. (noon) ET and ends on the first business day of the following month at 11:59:59 a.m. ET ("Monthly Drawing"), as indicated in the chart below. To be eligible for the drawing for a Monthly Drawing Period, an eligible entry must be received and recorded by Sponsor's computer by the end of the Monthly Drawing Period. Three Potential Monthly Prize winners will be selected in a random drawing from all eligible entries received each Monthly Drawing Period as follows:

MONTHLY DRAWING PERIOD	DRAWING ON OR ABOUT
9/3/13, 12:00 p.m. (noon) ET - 10/1/13, 11:59:59 a.m. ET	10/4/13
10/1/13, 12:00 p.m. (noon) ET - 11/1/13, 11:59:59 a.m. ET	11/6/13
11/1/13, 12:00 p.m. (noon) ET - 12/2/13, 11:59:59 a.m. ET	12/5/13
12/2/13, 12:00 p.m. (noon) ET - 1/2/14, 11:59:59 a.m. ET	1/7/14
1/2/14, 12:00 p.m. (noon) ET - 2/3/14, 11:59:59 a.m. ET	2/6/14
2/3/14, 12:00 p.m. (noon) ET - 3/3/14, 11:59:59 a.m. ET	3/6/14
3/3/14, 12:00 p.m. (noon) ET - 4/1/14, 11:59:59 a.m. ET	4/4/14
4/1/14, 12:00 p.m. (noon) ET - 5/1/14, 11:59:59 a.m. ET	5/6/14
5/1/14, 12:00 p.m. (noon) ET - 6/2/14, 11:59:59 a.m. ET	6/5/14

Entries are valid for the Monthly Drawing Period during which they are received only and do not carry over to drawings for any subsequent Monthly Drawing Period(s). Limit one Prize per person or household, regardless of e-mail address used during the Promotion Period. The drawing and awarding of each prize will

be conducted by an independent judging agency, whose decisions are final and binding in all matters relating to the Promotion.

In the event of (i) noncompliance with these Official Rules, (ii) a Prize is returned as undeliverable, or (iii) a Prize winner declines prize offered, the Prize will be forfeited and may be awarded to an alternate winner. If, due to any technical, production or other error, more prizes are claimed or awarded than are described in these Official Rules at any prize level, the number of prizes identified in these Official Rules will be awarded in a random drawing from all such prize claims received. No more than the number of prizes stated in these Official Rules will be awarded. No prize substitutions permitted, except by Sponsor in its sole discretion, who may substitute a prize of equal or greater value. Prizes are non-transferable and no cash redemptions will be made. Prizes will be delivered within six weeks from the date of the drawing. Odds of winning a Prize depend on the total number of eligible entries received during each Monthly Drawing Period. Sponsor will attempt to notify potential Monthly Prize winners via phone and/or overnight mail approximately seven business days from the drawing date.

General Conditions: By entering, entrant agrees (a) to release, indemnify and hold harmless Sponsor, Dunkin' Brands, Inc., and their respective affiliates, subsidiaries, advertising and promotion agencies, and all of their respective officers, directors, franchisees, employees, representatives and agents from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of a prize or his/her participation in the Promotion or any Promotion-related activity; and (b) to grant (and to confirm such grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information at any time or times for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web, without review, notification, approval or additional compensation, unless prohibited by law. All taxes on the prize, if any, are solely the responsibility of the winner. All federal, state, and local laws and regulations apply. By entering, entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules. By entering, entrant consents to the jurisdiction and venue of the federal, state and local courts in Cleveland, OH. **The information you disclose when you register for the Promotion will be subject to the Privacy Policy set forth on the above website.**

Limitations of Liability: In the event of a dispute regarding the identity of an entrant, such Entry will be deemed to be made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is deemed as the natural person who is assigned to an e-mail address by an

Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Neither Sponsor nor its agencies are responsible for lost, late, stolen, illegible, misdirected, or non-delivered Entries, or e-mail; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Promotion or website, may be acting in violation of the terms of the website or these Official Rules or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Neither Sponsor nor its agencies are responsible for injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion or downloading or copying materials from or use of website. If, for any reason, the Promotion is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion, and randomly select winners from Entries received prior to action taken. Any attempt to deliberately damage any website or undermine the legitimate operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents.

IN NO EVENT WILL SPONSOR, DUNKIN' BRANDS, INC., ITS AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR OFFICERS, DIRECTORS, FRANCHISEES, EMPLOYEES, REPRESENTATIVES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, INCLUDING ENTRANTS' ACCESS TO AND USE OF THE PROMOTION INTERNET SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND,

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Winners List: For the names of prize winners, available after 6/5/14, send a self addressed, business size envelope with proper postage affixed by 8/31/14 to: **Dunkin' Donuts** Mug Up Promotion Winners List, 6240 Oakton Street, Morton Grove, IL 60053.

Sponsor: The J.M. Smucker Company, 1 Strawberry Lane, Orrville, OH 44667

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