

## KRISPY KREME® GOLDEN DOZEN GIVEAWAY

### OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTER AT PARTICIPATING KRISPY KREME® STORES OR BY MAIL. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**1. OVERVIEW:** The Krispy Kreme® Golden Dozen Giveaway (the “Giveaway”) begins inside participating Krispy Kreme® stores in the 50 United States and D.C. (the “Territory”) beginning on March 15, 2019, and ending on March 17, 2019 (the “Giveaway Period”). Participants may also enter, without a purchase, by mailing an entry to Krispy Kreme during the Giveaway Period. Void where prohibited or restricted by law. By participating in the Giveaway, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Krispy Kreme Doughnut Corporation (the “Sponsor”), which shall be final and binding in all respects.

**2. ELIGIBILITY:** Open only to legal residents of the Territory who are at least eighteen (18) years of age. Persons in any of the following categories are NOT eligible to participate or win prizes in the Giveaway: any person who on or after February 15, 2019, was or is: (a) a Krispy Kreme store franchise owner or employee; (b) a director, officer, employee, agent, or independent contractor of Sponsor, or its parent company, subsidiaries, affiliates or service agencies; or any entities retained by Sponsor for the administration of the Giveaway; and (c) an immediate family member (defined as spouse, IRS dependent, or biological, adoptive or step-mother, father, sister, brother, daughter or son, and each of their respective spouses) of, or who resides in the same household as, any person in any of the preceding categories. Void outside the Territory and where prohibited or restricted by law.

**3. ENTRY PERIOD:** The Giveaway will run during Krispy Kreme store opening hours at participating locations beginning on March 15, 2019, and ending on March 17, 2019 (the “Giveaway Period”). Participants entering via the mail-in option must have their entries postmarked between March 15, 2019, and March 17, 2019, and be received by Sponsor no later than March 24, 2019.

**4. ENTRY:** There are two ways to enter.

To Enter With Purchase / Store Entry Option: During the Giveaway Period, participants must visit a participating Krispy Kreme® location, make a purchase of any amount and receive a receipt. Potential prize winners will be randomly selected and the receipt will advise participants if they are a potential prize winner.

To Enter Without Purchase / Mail-In Option: During the Giveaway Period, participants wishing to enter without making a purchase must send a 3” x 5” card with the following handwritten information: first and last name; mailing address; email address; age; and home or cellular telephone number. Mail the entry to Krispy Kreme Golden Dozen

Giveaway, Krispy Kreme Doughnut Corporation, 2116 Hawkins Street, Charlotte, NC 28203. All mailed entries must be legible and postmarked between March 15, 2019, and March 17, 2019, and received by Sponsor no later than March 24, 2019. Limit of one entry per envelope. Each time a 3" x 5" card is received, the member will earn one chance to win.

All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. By entering the Giveaway, you agree and acknowledge that Sponsor may contact you via email or telephone. You further agree and acknowledge that such communication shall not be considered to be unsolicited commercial email or "spam." Sponsor is not responsible for illegible, incomplete, or stolen entries. By entering the Giveaway, you also agree and acknowledge that if you win, Sponsor may request, and you will provide, your postal address for purposes of sending your prize to you. Potential winners may be subject to verification of eligibility by Sponsor, whose decisions are final and binding in all matters related to this Giveaway. Award of the prizes will be subject to such verification.

**5. WINNER SELECTION AND PRIZE:** Each day during the Giveaway Period, participants at participating Krispy Kreme stores who make a purchase that generates a receipt will be randomly selected as a potential prize winner. In order to claim the prize and become a prize winner, the potential prize winner must provide to a designated Krispy Kreme store employee his or her first and last name; mailing address; email address; age; and home or cellular telephone number. If a potential winner chooses not to provide this information, the potential prize winner forfeits the prize and an alternate potential winner will be selected. At least one prize will be given away at each participating Krispy Kreme store during each day of the Giveaway Period.

In addition, on or about March 25, 2019, Sponsor will randomly select winners from all eligible mail-in entries submitted during the Entry Period. There will be as many Prizes available to those who enter through the Mail-In Option as were available for those who enter through the Store Entry Option. Potential winners that entered through the Mail-In Option will be notified via email or phone. If a potential winner cannot be contacted after twenty-four (24) hours, the potential winner forfeits the prize and an alternate potential winner will be selected. The prize will be sent to the winner by overnight delivery within two weeks after Sponsor receives verification and any requested information. It is the winner's obligation to notify Sponsor of any address changes; prizes returned as undeliverable will be forfeited.

**6. PRIZE:** The prize is a punch card (the "Prize Card") that entitles the owner to receive one dozen Krispy Kreme® Original Glazed® doughnuts per month for one year (total 12 dozen) at participating Krispy Kreme locations. Prize Cards may be used for in-store purchases only and will be punched each month that a free dozen is received. Limit one free dozen per month and any month a free dozen is not redeemed, it is forfeited. Prize Cards are subject to any additional terms or restrictions printed on the Prize Cards.

Each Prize has an ARV of \$113 at current pricing. Total estimate ARV for all prizes to be given away during the Giveaway is \$400,000.00.

Prizes are not transferable, except at the discretion of Sponsor. Prizes are awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation, and may not be replaced if lost or stolen. Any difference between the approximate retail value and the actual value will not be awarded.

7. **ODDS:** Odds of winning are based upon the total number of eligible participants that visit a participating Krispy Kreme store during the Giveaway Period and the number of eligible mail-in entries received.

8. **PERSONAL INFORMATION:** Any personally identifiable information collected from a participant in this Giveaway will be subject to Sponsor's privacy policy which is available at <https://www.krispykreme.com/legal/privacy-policy>.

9. **GENERAL CONDITIONS:** By participating in the Giveaway, each participant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor. All such decisions shall be final, binding and non-appealable. Prizes are non-assignable and non-transferable. No Prize substitutions or cash redemptions of any Prize or any portion thereof. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any Prize or portion thereof is unavailable for any reason. Details of Prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. Winners who win through the Store Entry Option and participants who submit mail-in entries for the Mail-In Option (collectively, "Giveaway Participants") grant Sponsor the irrevocable, unrestricted worldwide right to use, publish, display, broadcast and distribute materials bearing their name, voice, image, likeness and/or any other identifiable representation of Giveaway Participants, including, but not limited to, statements attributable them ("Giveaway Participant's Likeness"), Giveaway Participant agrees that all materials containing Giveaway Participant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Giveaway Participant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities and damages relating to the use of Giveaway Participant's Likeness. Giveaway Participant hereby waives any and all rights to inspect or approve Sponsor's use of Giveaway Participant's Likeness, or any part or element thereof. By participating in the Giveaway, each Giveaway Participant agrees that the Sponsor, its parent company, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents (the "Giveaway Entities") shall not be responsible or liable for: (a) miscommunications, printing errors, clerical, typographical or other error in any Giveaway materials or printed copy or artwork, or any prize offering announcement; (b) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; or (c) any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Giveaway or from acceptance, receipt, possession and/or use or misuse of a prize, including from the posting or publication of any information or portion thereof online or in any media. This Giveaway is subject to all applicable federal, state and local laws and regulations. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

## 10. MISCELLANEOUS:

- a. Disqualification. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry processes or the operation of the Giveaway; acts in violation of these Official Rules; or acts with the intent to disrupt or undermine the legitimate operation of the Giveaway, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- b. Force Majeure. Sponsor reserves the right, without prior notice and at any time, to terminate the Giveaway, in whole or in part, or modify or suspend the Giveaway, or any portion thereof, in any way, if it determines, in its sole discretion, that the Giveaway is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Giveaway. In the event Sponsor is prevented from continuing with the Giveaway as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God, equipment failure, riot or civil disturbance, terrorist threat or activity, war, or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then Sponsor shall have the right to modify, suspend, or terminate the Giveaway.
- c. Invalidity: These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- d. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Giveaway Participant or Sponsor in connection with the Giveaway, shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

**11. SPONSOR:** Krispy Kreme Doughnut Corporation, 2116 Hawkins Street, Charlotte, NC 28203.

**12. COPIES OF WINNER LIST AND RULES:** To obtain a copy of the winner list or a copy of the Official Rules, send your request to: KRISPY KREME GOLDEN DOZEN GIVEAWAY, Krispy Kreme Doughnut Corporation, 2116 Hawkins Street, Charlotte, NC 28203. Requests must be received no later than April 30, 2019 and must include a self-addressed, stamped return envelope.