TERMS OF USE AGREEMENT

Welcome to www.krispykreme.com, the Krispy Kreme mobile application, social media pages and other online services, programs, or interactions (the “Online Services”) of Krispy Kreme Doughnut Corporation, and its affiliates and subsidiaries and authorized designees (individually and collectively referred to herein as, “Krispy Kreme”, “we”, “us”, or “our”). Krispy Kreme provides the Online Services, as well as any content, information, programs, offers, products, services, and features made available through the Online Services (“Features”), to you subject to the following Terms of Use (“Terms”).

- Acceptance of Terms
- Modifications to these Terms
- Privacy
- Electronic Communications
- Permitted Users of Online Services
- Use
- Prohibited User Conduct; Restrictions on Use
- User Materials; Submissions
- Purchases
- Program Terms and User Accounts
- Third Party Content, Products and Services (including Advertising and Promotions)
- Ownership of Online Services and Intellectual Property
- Notice and Procedures for Making Claims of Copyright or Intellectual Property Infringement
- Disclaimer
- Limitation on Liability
- Notice to California Residents
- Modifications/Suspension/Termination
- Indemnification
- Solely Intended for United States Users
- Waiver of Rights, Dispute Resolution; Governing Law
- Force Majeure
- Miscellaneous
- Entire Agreement
ACCEPTANCE OF TERMS

PLEASE CAREFULLY READ THE FOLLOWING TERMS BEFORE EACH USE OF THE ONLINE SERVICES. BY VISITING, ACCESSING, BROWSING, OR USING THE ONLINE SERVICES OR PLACING AN ORDER THROUGH THE ONLINE SERVICES, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMERS PROVIDED BELOW AND PRIVACY POLICY, WHICH FORM A LEGAL AND BINDING AGREEMENT THAT IS EFFECTIVE AS IF YOU HAD SIGNED IT. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT VISIT, ACCESS, BROWSE, OR USE THE ONLINE SERVICES OR ANY FEATURES.

Different or additional terms may apply to some Features offered through the Online Services, or to sweepstakes, contests, games, promotions, Programs (defined below), or activities that may be offered through the Online Services (collectively, the “Activities”), as posted in connection with the applicable Activity. By entering or participating in an Activity you will become subject to those additional terms or rules (“Additional Terms”) in addition to these Terms. All references to the “Terms” herein include all Additional Terms. In the event of a conflict, the applicable Additional Terms shall prevail over these Terms.

MODIFICATIONS TO THESE TERMS

We may update, change, modify, or revise these Terms at any time and for any reason. Any changes will become effective upon posting to the Online Services, along with the date on which it was most recently revised as indicated by the “Last Revised” heading at the top of these Terms. Your continued access to and/or use of the Online Services after any such modifications constitute your acceptance of the Terms as modified. It is your responsibility to review the Terms regularly for updates. Please contact us as provided in the Contact Us section below if you would like information regarding any modifications. If any modifications to these Terms is held to be invalid, void, or unenforceable for any reason, such modifications shall be deemed severable and shall not affect the validity and enforceability of these Terms and the remaining provisions.

PRIVACY

Please review Krispy Kreme’s Privacy Policy (the “Privacy Policy”), which is incorporated into these Terms, carefully to understand how Krispy Kreme collects, uses and shares information, including personally identifiable information, when you access or use the Online Services, Features, Content, Activities, and Programs. If you do not consent to Krispy Kreme’s privacy practices as set forth in the Privacy Policy, you are not authorized to use the Online Services, Features, Activities, or Programs.

ELECTRONIC COMMUNICATIONS

When you use the Online Services or send e-mails to Krispy Kreme, you are communicating with us electronically, and you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Online Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us
electronically are deemed to be given and received on the date we transmit any such electronic communication.

PERMITTED USERS OF ONLINE SERVICES

The Online Services are directed to persons 13 years of age or older. If you are under 13 years of age, you may not use the Online Services in any manner and under no circumstances may you submit any information to us. If you are between 13 years of age and the age of majority in your jurisdiction of residence, you may use the Online Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms on behalf of himself/herself and you.

To utilize certain Features and Programs, including online ordering, fundraising, and contests and promotions, you must be above the age of majority in your jurisdiction of residence.

USE

The Online Services and all content, information, and other materials featured, displayed, contained, or available through the Online Services, including, without limitation, text, graphics, logos, icons, images, photographs, pictures, audio, software, “look and feel”, pages, screens, content arrangements, video clips, designs, illustrations, and layouts (“Content”) are owned by and proprietary to Krispy Kreme and/or its licensors. Krispy Kreme grants you a non-exclusive, non-transferable, revocable, personal, limited right and license to access and use the Online Services, Features, Content, Activities, or Programs. You shall not, directly or indirectly, reproduce, duplicate, modify, copy, sell, resell, distribute, transmit, license, modify, create derivative works from, or exploit for any commercial purpose any portion of the Online Services, Features, Content, Activities, or Programs.

You agree to use the Online Services, Features, Content, Activities, and Programs in accordance with these Terms and all applicable laws and regulations. Any use not expressly permitted by these Terms is prohibited, constitutes a breach of these Terms, and automatically terminates the license granted to you hereunder to access and use the Online Services, Features, Content, Activities, and Programs.

Disclaimer Regarding Video Content: The Online Services, Features, Content, Activities, and Programs may contain pixels which provide us and third-party service providers with analytics regarding how website visitors interact with video content, audiovisual content, or content of a like nature (collectively, “Video Content”). Video Content is provided for the purpose of enhancing the user experience and by continuing to use the Online Services and interacting with Video Content, you understand that your personal information, including your video viewing history, may be processed according to our Privacy Policy and Cookie Policy. You may also visit the Cookie Settings to review specific cookies in use and to update your settings.

PROHIBITED USER CONDUCT; RESTRICTIONS ON USE

You may not use the Online Services for any purpose that: (a) is prohibited by the Terms; (b) violates any applicable law; (c) causes damage on or through the Online Services; (d) infringes upon the rights of any person or entity; (e) is defamatory, libelous, abusive, obscene, pornographic, lewd, indecent, suggestive, harassing, threatening, inflammatory, fraudulent or otherwise objectionable; (f) results in the
commercial resale of Krispy Kreme products without the prior written consent of Krispy Kreme; or (g) actually affects or interrupts or attempts to affect or interrupt operation of the Online Services.

You agree not to:

- modify, adapt, translate, or reverse engineer any portion of the Online Services, Features, or Content;
- use the Online Services, Features, or Content for any unlawful, fraudulent, or malicious purposes, or to solicit any such activity;
- attempt to gain unauthorized access to any accounts, features, systems, or networks through hacking, password mining, or any other means;
- use the Online Services or Features in any way that could disrupt, damage, disable, overburden, or impair such or systems, servers, or networks utilized to provide the Online Services and Features;
- frame or mirror any portion or feature of the Online Services or Content;
- use the Online Services, Features, or Content for advertisements, chain letters, spamming, junk mail, solicitations, or any other commercial purposes;
- use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to: (1) access, acquire, copy, or monitor any portion of the Online Services, Features, or Content; (2) reproduce or circumvent the navigational structure or presentation of the Online Services, Features, or Content; (3) obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Online Services;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Online Services or with any other person’s use or enjoyment of the Online Services;
- transmit any viruses, worms, defects, Trojan horses, time bombs, cancel-bots, corrupted files, or other items of a destructive nature;
- circumvent or attempt to circumvent any security or authentication measures implemented by or on behalf of Krispy Kreme;
- forge headers or otherwise manipulate identifiers;
- post, transmit, submit, or include any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable content, material, or information of any kind, or any content, material, or information that may give rise to criminal or civil liability;
- submit or post any false or misleading information;
- violate, infringe, or misappropriate the intellectual property, publicity, privacy, or other proprietary rights of Krispy Kreme, or any other person or entity; and/or
• engage in any other action that, in the sole judgment of Krispy Kreme, exposes it or any third party to potential liability or detriment of any type.

Without limiting any of Krispy Kreme’s rights and remedies, Krispy Kreme reserves the right to prohibit access, use, conduct, communications, or content that Krispy Kreme, in its sole discretion, deems to be inappropriate or harmful to the Online Services, Features, Content, Activities, Programs, users, Krispy Kreme, the Krispy Kreme brand, or any other person or entity, or that violates these Terms and/or applicable law.

USER MATERIALS; SUBMISSIONS

User Materials: The Online Services may contain blogs, chat areas, forums, comments, rankings, communities, calendars, and/or other message or communication facilities designed to enable you and others to communicate with other Online Services users or Krispy Kreme, and/or to post to or make available through the Online Services user content and materials (collectively, “User Materials”). Krispy Kreme does not endorse any User Materials nor vouch for their reliability. Under no circumstances will Krispy Kreme be liable in any way for any User Materials.

You acknowledge that Krispy Kreme may or may not pre-screen User Materials, but that it has the right (but not the obligation) in its sole discretion to pre-screen, refuse, delete, and/or move any User Materials that are available via the Online Services, and Krispy Kreme shall have no liability to you or any other user arising from such actions or inactions.

You understand that by using the Online Services, you may be exposed to User Materials that you may consider offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or exposure to any User Materials posted by others. You further acknowledge and agree that you will not rely on any User Materials.

Submissions: You are solely responsible for any User Materials or other information, suggestions, ideas, content, or material (whether solicited or unsolicited) that you transmit to or through the Online Services or otherwise to us (e.g., through email) (“Submissions”). You understand that, except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, Submissions are considered non-confidential and non-proprietary. All Submissions are subject to these Terms. Krispy Kreme is under no obligation to post or use any Submission and may remove or edit any Submission at any time in its sole discretion, without any notice to you.

By making a Submission, you represent and warrant that (a) your Submission is true, accurate, and not misleading; (b) you own all right, title, and interest, including copyright, to your Submission or otherwise have all releases, licenses, consents, and rights necessary to use, post, distribute, or transmit your Submission and grant Krispy Kreme the rights to utilize your Submissions as permitted herein; (c) Krispy Kreme will not need to obtain licenses from any third party or pay royalties to any third party for its use of the Submission; (d) the Submission is your own original work and accurately reflects your views; (e) your Submission does not include the trade secret or confidential information of others, and does not infringe, misappropriate, or violate any person or entity’s rights, including intellectual property and privacy rights; and (f) the Submission complies with these Terms and all applicable laws.

You agree that you will evaluate and bear all risks associated with your Submission. Submissions may be available to Online Services users and to users of other websites and services.
By making a Submission, you grant Krispy Kreme and its affiliates, licensees, assignees, and designees an irrevocable, unrestricted, assignable, transferable, sub-licensable, perpetual, world-wide, royalty-free, fully paid-up, non-exclusive license to use, disclose, copy, transmit, distribute, reformat, reproduce, modify, incorporate, combine, adapt, publish, translate, rent, lease, sell, publicly perform, publicly display, and otherwise use your Submission, along with your name or any part thereof, your city/town/village of residency, photograph, voice, likeness, and other information, content, or materials embodied therein, in whole or in part, and create derivative works therefrom, in any media now known or hereafter developed, and for any and all commercial or non-commercial purposes (including, without limitation, in marketing, advertising, and promotions) without compensation or attribution to you or anyone else. You also permit any user to access, display, view, store, and reproduce, for personal use only, your Submission. You hereby waive any right to inspect or approve any such use by Krispy Kreme. Additionally, you waive, release, and hold Krispy Kreme and its affiliates, licensees, assignees, and designees harmless from and against any and all claims and liabilities arising from Krispy Kreme’s use of your Submission as permitted herein, whether based on privacy, publicity, defamation, misappropriation, intellectual property, or otherwise.

PURCHASES

If you wish to purchase products or services described on or provided through the Online Services, you will be asked by Krispy Kreme or a third party provider of the product or service to supply certain information applicable to your purchase, including, without limitation, credit card and other payment information. You understand that any such information will be treated by Krispy Kreme in the manner described in its Privacy Policy. You agree that all information that you provide to Krispy Kreme or such third party provider will be accurate, current, and complete. You agree to pay all charges incurred by you or any users of your account and credit card or other payment mechanism at the price(s) in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to your purchases. If you receive an e-mail confirmation of an order, it does not constitute acceptance thereof or confirmation of an offer to sell. Krispy Kreme reserves the right, without prior notice, to limit the order quantity on any item or to refuse to fulfill any order. Purchase of our products for resale purposes is not permitted, unless you have received the prior written consent from Krispy Kreme. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized dealers, resellers or distributors, and to cease doing business with such customers, with no further notice. Additional Terms and conditions may apply to such purchase, and if you do not agree to any such terms and conditions and/or decline acceptance thereof, no transaction can occur and you will be unable to complete the purchase.

It is your responsibility to ascertain and obey all applicable local, state, and federal laws in regard to the receipt, possession, use, and sale of any item purchased via the Online Services. Any offer for any product or service made via the Online Services is void where prohibited.

PROGRAM TERMS AND USER ACCOUNTS

The Online Services are made available to provide information about Krispy Kreme, and to provide products, services, promotions, and programs offered by or on behalf of Krispy Kreme, all in the United States (the “Program(s)”). Some Programs are provided through the use of third-party suppliers and service providers. If you join, enroll, register, pre-register, or otherwise take part in a Program or set up an account for a Program, you agree to be bound by the terms and conditions of the Program, in
addition to these Terms, and all terms incorporated by reference. Krispy Kreme may discontinue, or change from time to time, any Program, including any Program terms, without prior notice. Some Program options are only available if you utilize corresponding Program features.

User Accounts: Programs may require that you set up an account with Krispy Kreme. You may be able to, or may be required to, use an account you have set up for one Program for additional or all other Programs offered by Krispy Kreme. If you choose to, or are required to, set up a single account for multiple Programs, that account will control your access and use to all such underlying Programs, and any suspension, cancellation, termination, unenrollment, or other deactivation of your account may prevent you from accessing and/or using all or other underlying Programs. When you set up an account under any Program, you may be required to choose a user name and password. You may also be able to access your account(s) and/or create an account through third party authorization method(s) (for example, a social media account). You may have the ability to choose to have portions of your account information accessible by third parties (for example, in connection with your use of third party services, such as an electronic wallet). You may have the ability to interact with your account through third party services (for example, third party voice assist services or third party order processing services). The third party’s terms and conditions apply as more fully described under the Third Party Content, Products and Services (including Advertising and Promotions) section below. All information provided by you must be complete and accurate. If your information changes, you should promptly update your account. If you use the same user name and password for different accounts, the account information from the various Programs may be combined. If you make a change in your account information for one Program there may be an automatic corresponding change to your account information for another Program. Your Program member account(s), username(s), and password(s) are for your personal use only. You may have the ability to choose to have your credit card, Krispy Kreme gift card, and/or other payment methods associated with your account(s). You are responsible for maintaining the confidentiality of, and are responsible for all activities that occur under, your Program account(s), username(s) and password(s), and any other information that may be used to access your account(s). If you believe your account(s) have been compromised, please immediately contact our Customer Support at krispykreme@casupport.com and take immediate action to de-activate or change your account(s), passwords, information, and/or credentials. You agree to notify Krispy Kreme immediately of any unauthorized access to or use of your account, or any other breach of security. You may be held liable for losses incurred by Krispy Kreme or any other user or visitor due to someone else using your account as a result of your failing to keep your login information secure and confidential. You authorize Krispy Kreme to act on instructions received through use of your account, and Krispy Kreme is not liable for any loss or damage arising from your failure to comply with these Terms. Neither Krispy Kreme nor any franchisee or supplier is responsible for undeliverable, lost, returned, or misdirected emails or other correspondence related to your account(s), or for use of any Program or account(s) without your permission. Krispy Kreme does not represent or warrant that any Program account will always be accessible or accepted. Without notice to you, Krispy Kreme reserves the right, without any liability to you, to suspend and/or terminate your account(s) and/or your participation in any Program for any reason in its sole discretion, including, without limitation, if Krispy Kreme determines in its sole discretion that you have violated these Terms or the applicable Program terms, you have more than one account for a particular Program, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Krispy Kreme may, in its sole discretion, suspend or cancel accounts that appear to be inactive, and suspend, cancel, or combine accounts that appear to be duplicative.
**Krispy Kreme Mobile App:** In order to access and use the Online Services made available through the Krispy Kreme Mobile Application (“the App”) you must have a compatible mobile device; Krispy Kreme does not warrant that the App will be compatible with your mobile device.

If you access the App using an Apple iOS or Android powered device, Apple Inc. or Google, Inc., and their subsidiaries, respectively, shall be a third-party beneficiary to this contract and you agree that these third-party beneficiaries have the right to enforce these Terms against you. However, these third-party beneficiaries are not a party to these Terms and are not responsible for the provision or support of the App. You agree that your access to the App also shall be subject to the usage terms set forth in the applicable third-party beneficiary’s terms of service.

The App may automatically download and install updates from time to time or require the downloading and installation of updates or new versions for continued use. You acknowledge that in some instances updates and/or new versions may reduce or remove features and functionality in prior versions of the App.

**Digital Payment “My Card”:** Your account that you can access through www.krispykreme.com and through the App allows you to load funds onto a Krispy Kreme Digital Payment “My Card” for use at participating Krispy Kreme locations, and may be available for use with other Features and Programs such as mobile ordering or delivery. Certain products available on the Online Services, as determined solely by Krispy Kreme, such as purchasing gift cards, collectibles, and merchandise, will not be available to purchase via the Digital Payment “My Card”. In no event will you be permitted to purchase gift cards through the Online Services or at a location with the Digital Payment “My Card”. To load funds to your Krispy Kreme Digital Payment “My Card”, sign into your account on www.krispykreme.com or the App, then open your card and enter a dollar amount and available payment method. You may also transfer the value from a Krispy Kreme gift card onto the Digital Payment “My Card” by following the instructions to do so. Once the value of a Krispy Kreme gift card is transferred to the Digital Payment “My Card”, the Krispy Kreme gift card will no longer have the value. The dollar value that you load onto your Krispy Kreme Digital Payment “My Card” is a prepayment redeemable solely for the goods and services of participating Krispy Kreme locations. To use the Krispy Kreme Digital Payment “My Card” at a participating Krispy Kreme location, you must be logged into the App, have it present at the point of purchase, and follow the instructions on using the Digital Payment “My Card” within the App at the location. You will not be able to use the Digital Payment “My Card” by accessing your account at a location via a lookup function (such as through your email address or phone number). Krispy Kreme may place a limit on the maximum balance of funds that can be stored on the Digital Payment “My Card”, which limit Krispy Kreme may set and modify from time to time in its sole discretion. Krispy Kreme offers the Krispy Kreme Digital Payment “My Card” to make it more convenient for you to purchase our products. We have no liability for any temporary inability to access funds loaded to a Krispy Kreme Digital Payment “My Card” for any reason, including, but not limited to, connectivity failures, problems with your mobile phone or other device, temporary issues with our service providers, or any other reason. Unless otherwise required by law, the dollar value on your Krispy Kreme Digital Payment “My Card” is nonrefundable and may not be redeemed for cash nor via a credit back to a credit card or gift card, including the credit card or gift card from which such funds were originally loaded. However, upon your request, Krispy Kreme may, in its discretion, allow unused balances on a digital gift card accessible via the App to be transferred to a physical Krispy Kreme gift card that you may use to make future purchases of Krispy Kreme products and services or provide to a donee of your choice.
Krispy Kreme Rewards: The Krispy Kreme Rewards program ("Krispy Kreme Rewards") is a Program operated by Krispy Kreme and subject to the following additional terms and conditions (the “Rewards Terms”). For avoidance of doubt, the Rewards Terms are part of the Terms, not a separate agreement. Any reference herein to the “Terms” includes the Rewards Terms, unless context requires otherwise.

Scope of Rewards Terms. These Rewards Terms apply to your access to, and participation in, Krispy Kreme Rewards, which is operated by Krispy Kreme in the fifty (50) United States and the District of Columbia. Krispy Kreme Rewards is not available in Puerto Rico or other United States territories. These Rewards Terms do not alter in any way the terms or conditions of any other agreement you may have with Krispy Kreme for other products and services. Participating in Krispy Kreme Rewards confirms your acceptance of these Rewards Terms and any change or modification to these Rewards Terms. If you do not agree to the Rewards Terms or any future modification of the Rewards Terms, you must stop participating in Krispy Kreme Rewards.

Eligibility. You must be at least 13 years old to enroll and participate in Krispy Kreme Rewards. If you are between 13 years of age and the age of majority in your jurisdiction of residence, you may enroll and participate in Krispy Kreme Rewards only under the supervision of a parent or legal guardian who agrees to be bound by these Rewards Terms, and the rest of the Terms, on behalf of himself/herself and you.

How to Enroll.

1. The App: Download the App to your Android™ or iPhone® device and follow the prompts to create a Krispy Kreme Rewards account (“Rewards Account”).

2. Website: Go to www.krispykreme.com and follow the prompts to create a Rewards Account.

Enrollment in Krispy Kreme Rewards will require you to provide personal information, including, without limitation, your name, email address, physical address, phone number, user name, password, marketing preferences, and birthdate. Please read the Privacy Policy carefully to understand how Krispy Kreme collects, uses and discloses information about customers and how to update or change your personal information and how we communicate with you.

Communications with you will be made using contact information most recently provided by you. Krispy Kreme is not responsible for your inability to receive Points, Rewards, or Special Rewards Offers (all defined below) based on your failure to provide and maintain accurate contact information.

You acknowledge and agree that Krispy Kreme may send messages from time to time using the contact information you provide to Krispy Kreme. Such messages may include Krispy Kreme Rewards Terms updates, Krispy Kreme Rewards notifications, system updates, flash bulletins, Reward confirmations, administrative announcements, Special Rewards Offers, special requests and the like and may be sent by notifications through the App, by e-mail or regular mail.

Points and Rewards Defined: Krispy Kreme Rewards is one way in which Krispy Kreme rewards thanks loyal customers for patronizing our business. Members of Krispy Kreme Rewards obtain and accumulate “Points” that can be redeemed for certain Krispy Kreme Rewards benefits, also known as “Rewards,” at participating Krispy Kreme stores in the U.S. and the District of Columbia. Not all stores have the ability to award Points or honor Rewards.
**How to Earn Points:** Once enrolled in Krispy Kreme Rewards, Points will be posted to your Rewards Account automatically when you make a Qualifying Purchase (defined below) using one of the following methods:

1. make a Qualifying Purchase through the App through your Rewards Account;
2. make a Qualifying Purchase in a participating Krispy Kreme store and identify yourself as a Rewards member at the point of sale. To verify that you are a Krispy Kreme Rewards member, the employee may ask for your name and telephone number or the App for scanning; or
3. make a Qualifying Purchase online at www.krispykreme.com through your Rewards Account.

Points can also be posted by manually logging a Qualifying Purchase into your Rewards Account following the instructions printed on your receipt. You have thirty (30) days from the date of purchase to manually log a Qualifying Purchase into your Rewards Account.

A “Qualifying Purchase” is any purchase from a participating Krispy Kreme store, whether the purchase is made in person, on the App, or at www.krispykreme.com, other than (i) purchases of gift cards, (ii) purchases of merchandise (i.e., apparel and all other non-food/beverage items), (iii) catering orders, and (iv) purchases made in connection with a fundraiser.

Members of Krispy Kreme Rewards will receive ten (10) Points for every $1.00 spent on Qualifying Purchases. Points earned from a Qualifying Purchase are calculated based on the base price of the purchase, excluding all taxes, fees, and other charges. Generally, Points earned from Qualifying Purchases are added to your Rewards Account within twenty-four (24) hours. From time to time, we, or others acting with our permission, may offer you Special Rewards Offers (defined below) that offer you “Bonus Points.” Bonus Points will be awarded as described in the applicable Special Rewards Offer and will be subject to any Additional Terms set forth in the promotional offer.

We reserve the right to refuse to reward Points, or to revoke Points from your Rewards Account, if we determine, in our sole discretion, that you have earned Points due to an error; through fraud or deception; in violation of these Terms, Additional Terms, other applicable rules, or any applicable law; or otherwise in a manner that is not in the spirit of Krispy Kreme Rewards. We reserve the right to revoke any Rewards obtained through the redemption of Points that we determine were obtained illegitimately.

**Point Expiration.** Points in your Rewards Account will expire automatically if your Rewards Account is inactive for 365 consecutive days. Your Rewards Account is inactive in any period during which (i) no valid Points are posted to your Rewards Account as a result of a Qualifying Purchase and (ii) no Rewards in your Rewards Account are used, i.e., converted into actual doughnut(s) and/or beverage(s). If either of these actions occurs (the acquisition of Points or the use of a Reward) that qualifies as Rewards Account activity for purposes of preventing Point expiration. For avoidance of doubt, your receipt of Bonus Points without making a Qualifying Purchase does not qualify as Rewards Account activity for purposes of preventing Point expiration.

**Rewards Menu.** Points earned through Krispy Kreme Rewards can be redeemed for Rewards displayed on the Krispy Kreme Rewards menu (the “Rewards Menu”), which can be accessed by signing into your Rewards Account on the App or at www.krispykreme.com and then navigating to the “Rewards” page.
The Rewards Menu will consist of Krispy Kreme doughnuts and beverages, though the exact Rewards on the Rewards Menu may vary from time to time.

Each Reward on the Rewards Menu will list a designated number of Points required to obtain the Reward. Krispy Kreme reserves the right to modify the Rewards Menu in any way and at any time, including by removing Rewards and changing the number of Points required to obtain Rewards, all in its sole discretion and without any advance notice. Some Rewards may have limited quantities and/or be available for a limited period of time, and such limitations might not always be indicated on the Rewards Menu. Further, while we strive to be as accurate as possible, there may be errors, inaccuracies, and/or omissions on the Rewards Menu, and they may relate to the number of Points required to obtain a Reward or the availability of Rewards. As such, Krispy Kreme reserves the right to refuse or reverse Points redemptions that are affected by an error on the Rewards Menu, and you agree that Krispy Kreme shall have no liability to you in connection with any such actions.

**Redeeming Points for Rewards.** You can redeem Points for Rewards on the Rewards Menu at [www.krispykreme.com](http://www.krispykreme.com) or through the App. To redeem Points, choose an item from the Rewards Menu and select the “Redeem” option followed by “Redeem Points for a Reward,” or otherwise follow any Points redemption instructions provided by Krispy Kreme in the App or at [www.krispykreme.com](http://www.krispykreme.com). After redeeming Points for a Reward, the applicable number of Points will be debited from your Rewards Account. It is possible that, from time to time, the number of Points displayed in your Rewards Account will not reflect your accurate Points balance, due to pending debits or revocations that have not yet taken effect, or because of unanticipated system errors. You understand and agree that any redemptions exceeding your accurate Points balance may result in the revocation of the relevant Reward by Krispy Kreme or cause the Points in your Rewards Account to reach a negative balance.

**Using Rewards.** After you redeem Points for a Reward, the Reward will appear in your Rewards Account under “My Rewards.” To use a Reward, i.e., to receive the doughnut(s) or beverage(s) represented by the Reward, you must:

1. For in-store transactions: Present your Rewards Account bar code or provide your phone number to the cashier at a participating Krispy Kreme store and tell the cashier which Reward you wish to use; or

2. For transactions on the App or at [www.krispykreme.com](http://www.krispykreme.com): Log into your Rewards Account and, under the “Rewards” page or tab, select “Apply to Order” for the applicable Reward when placing an order from a participating Krispy Kreme store. You must also separately add the applicable item, i.e., the actual doughnut(s) or beverage(s) represented by the Reward, to your order from the standard product menu.

Once a Reward is used, it will be removed from your Rewards Account.

**Rewards Expiration.** Unless Krispy Kreme expressly provides otherwise in connection with a particular Reward or Special Rewards Offer, Rewards expire thirty (30) days after they first appear in your Rewards Account. If you fail to use a Reward prior to its expiration, the Reward will be removed from your Rewards Account and the Points redeemed for that Reward will not be refunded to you. You agree that it is your responsibility to calculate the expiration date of your Rewards and that Krispy Kreme has no obligation to notify you in advance of the expiration of your Rewards.
Tracking Points and Rewards. You can view and track your Points and available Rewards on www.krispykreme.com or through the App. A list of your Rewards that are available for use, as well as Rewards that you have used, are available in your Rewards Account. Updates to the status of Rewards may take 24-48 hours or more to show up in your Rewards Account.

Special Rewards Offers. Special Krispy Kreme Rewards promotional offers may be distributed by email, notification through the App, or by physical mail (“Special Rewards Offers”). By enrolling in Krispy Kreme Rewards, you agree to receive promotional, and marketing offers from Krispy Kreme and may be required to provide a valid email, telephone and physical address in order to receive Special Rewards Offers. Special Rewards Offers may be personalized and may be customized based on your purchasing behavior and preferences. Special Rewards Offers may include periodic discounts on doughnuts, beverages and merchandise, or the opportunity to earn Bonus Points. Special Rewards Offers may have certain restrictions, including expiration dates and short, time-limited redemption periods. Any Special Rewards Offer you receive is personal to you and cannot be shared, copied, or transferred. Read each Special Rewards Offer carefully for specific details, expiration dates, limitations, and restrictions, and to learn when Bonus Points may be awarded to your Rewards Account. You understand that Krispy Kreme’s provision of a personalized or customized Special Rewards Offers to a particular customer creates no obligation to provide the same or similar Special Rewards Offers to you or any other customer.

Points and Rewards are Personal and Promotional. All aspects of your participation in Krispy Kreme Rewards is personal and non-transferable. Points and Rewards may not be purchased, sold, bartered, brokered or otherwise transferred. There are no fees associated with Krispy Kreme Rewards. All Points, Bonus Points, and Rewards offered through Krispy Kreme Rewards are purely promotional in nature; have no cash value; are not redeemable for cash, gift certificates, or gift cards; and have no value outside of Krispy Kreme Rewards. You agree that no portion of your payment for any product or service from Krispy Kreme constitutes consideration paid for any Points or Rewards.

Termination of Rewards Accounts.

By You: You may terminate your participation in Krispy Kreme Rewards at any time and for any reason by submitting a request to Krispy Kreme to delete your Rewards Account. Upon deletion, any accrued Points and/or unused Rewards will expire automatically. If you re-enroll in Krispy Kreme Rewards at a later time, you will start with zero Points and zero Rewards, unless a special promotion grants you Points or Rewards at the time of re-enrollment.

By Krispy Kreme:

Without prior notice to you, Krispy Kreme reserves the right to suspend and/or terminate your Rewards Account and/or your participation in Krispy Kreme Rewards if Krispy Kreme determines in its sole discretion that you have violated these Rewards Terms or any other aspect of the Terms, you have more than one (1) Rewards Account, or the use of your Rewards Account is unauthorized, deceptive, fraudulent or otherwise unlawful. Krispy Kreme may, in its sole discretion, suspend, cancel or combine Rewards Accounts that appear to be duplicative. In the event that your participation in Krispy Kreme Rewards is terminated, all accumulated Points and Rewards in your Rewards Account are void.

Without notice to you, Krispy Kreme also reserves the right to cancel your Rewards Account and make ineligible for Krispy Kreme Rewards any Rewards Account that has been inactive for two (2) consecutive
years, i.e. 730 consecutive days. Your Rewards Account is inactive during any period in which no Points have posted to your account as a result of Qualifying Purchases. For avoidance of doubt, your receipt of Bonus Points without making a Qualifying Purchase does not quality as Rewards Account activity for purposes of preventing cancellation of your Rewards Account. In the event that your Rewards Account is cancelled, any accumulated Points and Rewards in your account are void.

Krispy Kreme Rewards shall be the sole arbiter in cases of suspected abuse, fraud, violation of these Reward Terms, or system errors (including those related to improper allocation of Points or Rewards), and any decision we make relating to the foregoing, including, without limitation, decisions relating to the termination, cancellation, or revocation of Rewards Accounts, Points, or Rewards shall be final and binding. Should you object to the Reward Terms, or any subsequent modifications thereto, or become dissatisfied with Krispy Kreme Rewards, your sole remedy is to discontinue participation in Krispy Kreme Rewards and properly cancel your Rewards Account in the manner provided above.

Modification, Suspension, or Termination of Krispy Kreme Rewards. Krispy Kreme reserves the right to modify, suspend, or terminate Krispy Kreme Rewards, or any or all benefits under Krispy Kreme Rewards, at any time, for any reason, and without any notice, and you agree that Krispy Kreme shall have no liability to you arising from such actions. For avoidance of doubt, this means that Krispy Kreme shall have the right, with no liability to you, to modify Krispy Kreme Rewards in a manner that cancels, revokes, or affects the perceived value of any Points or Rewards in your Rewards Account.

Upon termination of Krispy Kreme Rewards, all accumulated Points and unused Rewards will expire automatically. In the event of termination, at Krispy Kreme’s election, Krispy Kreme may allow you to redeem unexpired Points and/or use unexpired Rewards in your Rewards Account at the time of termination, subject to any restrictions that Krispy Kreme may apply in its sole discretion; provided, however, that ANY UNREDEEMED POINTS AND UNUSED REWARDS SHALL BE CANCELLED AT THE LATER OF (1) THE EXPIRATION OF THE RELEVANT POINTS OR REWARDS OR (2) NINETY (90) DAYS AFTER KRISPY KREME PROVIDES NOTICE OF TERMINATION OF KRISPY KREME REWARDS.

Krispy Kreme has no obligation to refund you for any unredeemed Points or unused Rewards following cancellation of your Rewards Account or termination of Krispy Kreme Rewards.

Mobile Ordering: Krispy Kreme may make available to you the ability to order online from our participating Krispy Kreme stores. Minimum order amounts may apply. Any applicable delivery fees, taxes, and other amounts due in connection with your order will be identified when you place your order. There may be limits on the dollar values and number of orders that may be placed through the Online Services. You are responsible for payment of your order by means of a payment option made available through the Online Services at the time of ordering. Krispy Kreme uses third party providers for mobile ordering and may accept various third party services to process payments. The Krispy Kreme store identified when you place your order is responsible for fulfilling your order and for any questions or other communications regarding your order. Discounts, coupons, and other offers may not be able to be combined with online ordering. Every participating Krispy Kreme store may not have all menu items identified through the Online Services. The Online Services may allow you to customize your order. Portion size references (extra, light, etc.) are for convenience only and do not indicate nutrient content information of any kind. Additional details and terms regarding mobile ordering may be provided when you place your order. You may be able to, or you may be required to, use your Krispy Kreme online
account (or sign up for an account) in connection with online ordering, in which case all applicable terms and conditions related to the Programs offered with a Krispy Kreme account will also apply.

Delivery: Delivery may be available at participating Krispy Kreme stores in the U.S. Not all Krispy Kreme stores offer delivery services and, if delivery is available, it may be available in a limited geographic area and subject to varying charges and fees. Delivery hours may be limited and may vary. Krispy Kreme stores that offer delivery may also offer an order tracking system available via the App. Data usage or other similar fees charged by your mobile carrier may apply. Delivery orders may require a minimum order of a certain amount, which may vary by location. In most cases, the minimum order amount will be exclusive of taxes and any delivery charges that may apply and vary by store. A delivery charge is not a tip or gratuity provided to the driver. Orders must be placed through the designated Online Services with an approved method of payment. Additional details and terms regarding delivery may be provided when you place your order.

THIRD PARTY CONTENT, PRODUCTS AND SERVICES (INCLUDING ADVERTISING AND PROMOTIONS)

Krispy Kreme may provide third party content on the Online Services (including embedded content) and links to web pages and content of third parties, including Krispy Kreme branded, co-branded and/or our franchisee(s)’ content, web pages, and/or social media sites (collectively, “Third Party Content”). Krispy Kreme may also make certain Online Services, Features, Content, Activities, and Programs available to you through your use of services of third parties, such as Google, Facebook and Instagram. When you visit other sites via Third Party Content, or utilize the services of third parties, the terms and policies of the third party sites/services govern such third party site/services, including, without limitation, use of any of your account information that you choose to make available to such third party. It is your responsibility to determine when you are accessing Third Party Content or services. Krispy Kreme does not control or endorse any Third Party Content or service, including the advertisements or promotions of any third party, and the inclusion of any link to and/or reference to Third Party Content or availability of any third party service in connection with your use of any of the Online Services does not imply Krispy Kreme’s endorsement of or affiliation with such Third Party Content or service, and Krispy Kreme makes no guarantee as to accuracy, completeness, reliability or suitability thereof for your purposes. You agree to comply with all applicable laws, regulations, and terms applicable to your use of any such third party services (for example, if you use Google voice assist services, you agree to comply with its terms of service). You acknowledge and agree that Krispy Kreme is not responsible or liable in any manner for Third Party Content or services.

Franchised Stores: Krispy Kreme franchised stores are independently owned and operated by franchisees under licenses from Krispy Kreme Doughnut Corporation. Nothing contained in these Terms, the licenses granted to the franchisees, nor arising from the conduct of the parties, is intended to make either Krispy Kreme Doughnut Corporation or its franchisees a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. Krispy Kreme in no way authorizes, endorses, or approves of Krispy Kreme franchisees maintaining separate websites apart from www.krispykreme.com, and Krispy Kreme does not confirm the accuracy of any information on any such sites. Krispy Kreme shall not be obligated or liable for any damages to any person, entity, or property arising directly or indirectly out of the operations of a Krispy Kreme franchised store, including their involvement in any of the Online Services, Features, Content, Activities, or Programs.

OWNERSHIP OF ONLINE SERVICES AND INTELLECTUAL PROPERTY
You acknowledge and agree that, as between Krispy Kreme and you, all right, title and interest in and to the Online Services, Features, Content, Activities, and Programs, including, without limitation, any patents, copyrights, trademarks, trade secrets, inventions, know how, or any other intellectual property rights (the “Intellectual Property”), are owned exclusively by Krispy Kreme or its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws. You agree that you will not modify, decompile, disassemble, reverse engineer, or create derivative works of the Intellectual Property or any portion thereof. Your use of the Online Services does not create, and nothing contained in the Online Services shall be construed as creating or conferring to you, by implication, estoppel, or otherwise, a license or any other rights in any Intellectual Property rights of Krispy Kreme or its licensors. You are strictly prohibited from using any Intellectual Property except as expressly provided in these Terms.

Copyright: All Content is the property of Krispy Kreme or its licensors and content suppliers and protected by U.S. and international copyright laws. Krispy Kreme grants you permission to download one copy of the Content onto one computer for your personal, non-commercial home use only, provided you do not delete or alter any copyright, trademark or other proprietary notices. Any other use, including, without limitation, the reproduction, modification, distribution, transmission, publication, display, performance, or commercial exploitation of any Content, is strictly prohibited.

Trademarks: The trademarks, service marks, logos, slogans, trade names, and trade dress used on the Online Services and in connection with the Activities and Programs (the “Trademarks”) are proprietary to Krispy Kreme or its licensors. The absence of a trademark notice or legend indicating the registration or ownership by Krispy Kreme does not constitute a waiver of Krispy Kreme’s or its licensors’ trademark or other intellectual property rights. Krispy Kreme does not permit any person or entity to use the Trademarks in any manner, including in advertising, as an endorsement for any product or service, in association with contests or promotions, or for any other purpose, commercial or otherwise, without Krispy Kreme’s prior express written permission. Any third-party names or trademarks referenced in the Online Services do not constitute or imply any affiliation, endorsement, or recommendation by Krispy Kreme of the third parties..

NOTICE AND PROCEDURES FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Krispy Kreme may, in its sole discretion, disable and/or terminate use by users who infringe the intellectual property of others. If you believe that your work has been copied on the Online Services in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide Krispy Kreme’s Copyright Agent a notice containing the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

2. a description of the copyrighted work that you claim has been infringed;

3. a description of where the material that you claim is infringing is located on the Online Services (providing URL(s) in the body of an email is the best way to help Krispy Kreme locate content quickly);
4. your name, address, telephone number, and email address;

5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright or intellectual property owner’s behalf.

All notices must be sent to Krispy Kreme's Copyright Agent at Krispy Kreme Doughnut Corporation, Attention: Legal Department, 370 Knollwood Street, Winston-Salem, North Carolina 27103.

When we receive notice of an alleged intellectual property rights violation, we may give notice to the relevant user by means of a general notice on the Online Services, email to the user’s address in our records, or written communication sent by first-class mail to the user’s physical address in our records. If you receive such a notice, you may provide counter-notification in writing to Krispy Kreme’s Copyright Agent that includes the information below:

1. Your physical or electronic signature;

2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

4. Your name, physical address, telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, and where technically feasible, of account holders who are repeat infringers.

DISCLAIMER

THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KRISPY KREME AND ITS AFFILIATES, SUBSIDIARIES, PARENTS, LICENSORS, LICENSEES, FRANCHISEES, VENDORS, SUPPLIERS, AND RELATED PARTIES (EXCEPT FOR YOU WITH REGARD TO YOUR SUBMISSIONS) AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBSIDIARIES, PARENTS, SERVICES PROVIDERS, SUCCESSORS, ASSIGNS, AND OTHERS ACTING IN CONCERT WITH ANY OF THE FOREGOING ("KRISPY KREME PARTIES"), DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SUITABILITY, FREEDOM FROM COMPUTER
YOUR USE OF THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS IS AT YOUR RISK. If you are dissatisfied with the Online Services, the Features, Content, Activities, or Programs in any way, or with these Terms, your sole and exclusive remedy is to discontinue accessing and using the Online Services. Without limiting the foregoing, you are responsible for taking all necessary precautions to insure that your access to and use of the Online Services and provision of Submissions are free of viruses or other harmful code.

In addition, when using the Online Services, information will be transmitted over a medium which is beyond the control and jurisdiction of the Krispy Kreme Parties. Accordingly, the Krispy Kreme Parties assume no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Online Services.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE KRISPY KREME PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS, INCLUDING, ACCESS, USE, INABILITY TO USE, OR PERFORMANCE THEREOF. IN NO EVENT SHALL THE KRISPY KREME PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLES) ARISING FROM OR IN ANY WAY RELATING TO THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF THE KRISPY KREME PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

If it is finally determined by a court of law or an arbitrator that has competent jurisdiction over the matter that the limitation of liability set forth in this section does not apply to you, then you agree that the Krispy Kreme Parties’ total liability in the aggregate for any claims made by you or any third party on your behalf, whether in contract, warranty, or tort (including negligence whether active, passive, or imputed), products liability, strict liability, or other theory, arising out of or in any way relating to these Terms, the Online Services, Features, Content, Activities, and Programs shall not exceed one hundred dollars ($100.00).

THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THESE TERMS AND YOUR USE OF THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS. ABSENT SUCH
LIMITATIONS, KRISPY KREME WOULD NOT PROVIDE YOU WITH THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS.

NOTICE TO CALIFORNIA RESIDENTS

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of the Online Services is Krispy Kreme Doughnut Corporation, 370 Knollwood Street, Winston-Salem, North Carolina, 27103, (336) 725-2981. Complaints regarding the Online Services or requests to receive further information regarding use of the Online Services may be sent to the above address or to krispykreme@casupport.com.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, CA 95834 or by telephone at (800) 952-5210.

MODIFICATIONS / SUSPENSION / TERMINATION

Krispy Kreme may at any time, for any reason, in whole or in part, and without notice or liability to you: (a) modify, interrupt, restrict, limit, suspend, discontinue, or terminate operation of or access to the Online Services, Features, Content, Activities, or Programs; (b) change, revise, or modify the Online Services, Features, Content, Activities, or Programs; and/or (c) terminate your authorization to access and use the Online Services, Features, Content, Activities, or Programs.

You agree that Krispy Kreme will not be liable to you or to any third party for any modification, suspension, discontinuance, or termination of the Online Services, Features, Content, Activities, or Programs.

You should retain copies of your Submissions that you may want to save and not rely on the Online Services to preserve your Submissions

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE KRISPY KREME PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, AND COSTS AND EXPENSES, INCLUDING ATTORNEYS’ FEES, ARISING FROM OR RELATED TO (A) YOUR SUBMISSIONS AND ACCOUNTS, (B) YOUR ACTIVITIES IN CONNECTION WITH THE ONLINE SERVICES, FEATURES, CONTENT, ACTIVITIES, AND PROGRAMS; OR (C) YOUR BREACH OF ANY OF THE TERMS.

We reserve the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with us if and as requested by us in the defense and settlement of such matter. In any case, you agree never to settle any matter for which your indemnification is required absent our prior written consent.

SOLELY INTENDED FOR UNITED STATES USERS

The Online Services are solely for use and access by persons residing in the United States, its territories, and possessions (the “US”). Krispy Kreme controls and operates the Online Services from offices located in the US and makes no representations or warranties that the Online Services, Features, Content,
Activities, or Programs are appropriate or available for use or access in any location outside of the US. Anyone using or accessing the Online Services from outside the US does so on their own risk and are responsible for compliance with all applicable laws and regulations, including, without limitation, US and international export control laws and regulations.

WAIVER OF RIGHTS, DISPUTE RESOLUTION; GOVERNING LAW

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT WAIVES OR LIMITS YOUR RIGHTS. REMEMBER THAT USE OF THE ONLINE SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS, INCLUDING THE PROVISIONS RELATING TO ARBITRATION, GOVERNING LAW, AND DISPUTE RESOLUTION.

Waiver of Certain Type of Actions: You acknowledge and agree to waive the following rights in connection with the Online Services:

1. THE RIGHT TO HAVE THE LAW OF ANY JURISDICTION, OTHER THAN THAT OF THE STATE OF NORTH CAROLINA, U.S.A, APPLY TO A DISPUTE OR ACTION BETWEEN YOU AND KRISPY KREME (WITH THE EXCEPTION OF FEDERAL ARBITRATION LAW, WHICH WILL GOVERN ANY ARBITRATION BETWEEN YOU AND KRISPY KREME).

2. THE RIGHT TO HAVE A JURY TRIAL.

3. THE RIGHT TO BRING A COURT ACTION FOR MOST DISPUTES BETWEEN YOU AND KRISPY KREME.

4. THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, INCLUDING AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

5. THE RIGHT TO JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON.

6. THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION.

To the extent that the foregoing waivers or any portion thereof is found to be unenforceable, and if such a finding allows for your claims to brought on non-individual, class action, collective action, representative, or private attorney general basis, you and Krispy Kreme agree that such actions will not be decided in arbitration and must be litigated in a civil court. You irrevocably agree that the federal and state courts located in or for Forsyth County, North Carolina, U.S.A., are the sole and exclusive forum and venue for any claims litigated in a civil court and you agree to submit to the exclusive jurisdiction and venue of such courts.

Governing Law: These Terms and any Disputes (defined below) shall be governed by, and will be construed in accordance with, the laws of the State of North Carolina, U.S.A., without regard to choice of law principles, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act.

Agreement to Arbitrate: YOU AND KRISPY KREME AGREE THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IF THERE IS ANY CONTROVERSY, CLAIM, ACTION, OR DISPUTE ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE ONLINE SERVICES, THESE TERMS (INCLUDING THE VALIDITY, SCOPE, OR ENFORCEABILITY OF THIS AGREEMENT TO ARBITRATE), THE PRIVACY POLICY, OR THE FEATURES, CONTENTS, ACTIVITIES, OR PROGRAMS (COLLECTIVELY, “DISPUTES”), BOTH PARTIES SHALL FIRST TRY IN GOOD FAITH TO SETTLE SUCH DISPUTE BY PROVIDING WRITTEN NOTICE TO THE OTHER PARTY
DESCRIBING THE FACTS AND CIRCUMSTANCES OF THE DISPUTE AND ALLOWING THE RECEIVING PARTY THIRTY (30) DAYS IN WHICH TO RESPOND TO OR SETTLE THE DISPUTE.

Notice shall be sent to:

- **Notice to Krispy Kreme:** You must send notice (1) by electronic mail to accessibility@krispykreme.com and (2) by first-class or certified mail to:

  Krispy Kreme Doughnut Corporation
  P.O. Box 83
  Winston-Salem, NC 27102

- **Notice to You:** We will send notice by (1) first class or certified mail to the physical address we have on file for you (if any) and (2) by electronic mail to the email address we have on file for you (if any). If we do not have a physical or email address on file for you, or if we are, for any reason, unable to provide notice via the contact information on file, we reserve the right to provide notice by such means as we deem reasonable.

Both you and Krispy Kreme agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT SUCH DISPUTE MUST BE EXCLUSIVELY RESOLVED UNDER CONFIDENTIAL, BINDING, INDIVIDUAL, ARBITRATION. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE CAPACITY. OTHER RIGHTS THAT YOU AND WE WOULD OTHERWISE HAVE IN COURT WILL NOT BE AVAILABLE OR WILL BE MORE LIMITED IN ARBITRATION, INCLUDING DISCOVERY AND APPEAL RIGHTS.

All such Disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) (www.jamsadr.com) for binding arbitration under its rules then in effect (as modified by this agreement to arbitrate) before one arbitrator to be mutually agreed upon by both parties. The arbitration shall be conducted in accordance with the JAMS Consumer Arbitration Minimum Standards (https://www.jamsadr.com/consumer-minimum-standards/) if it is determined by JAMS or the arbitrator that these standards are applicable to the Dispute. The location of any hearings will be determined by the applicable JAMS rules, provided that if the claim is for $10,000 or less, you may choose to have the arbitration conducted (1) solely on the basis of the documents submitted to the arbitrator or (2) through a non-appearance based hearing by teleconference or videoconference.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable. For the avoidance of doubt, you and Krispy Kreme agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of this agreement to arbitrate or the arbitrability of any claim or counterclaim. The arbitrator may award (on an individual basis) any relief that would be available in a court, provided that the arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability.” The
award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Notwithstanding the foregoing, in lieu of arbitration either you or Krispy Kreme may (1) bring an individual claim in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply and (2) file an individual claim in court to enjoin the infringement or other misuse of its intellectual property rights, provided that any such claim is brought and maintained on an individual basis.

Waiver of Jury Trial: YOU AND KRISPY KREME HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH REGARD TO ANY DISPUTE.

FORCE MAJEURE

Krispy Kreme shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, severe weather conditions, flood, earthquake, accidents, strikes, war, terrorism, governmental act, failure of or interruption in common carriers (including without limitation Internet service providers and web hosting providers) or utilities, or shortages of transportation facilities, fuel, energy, labor, or materials.

MISCELLANEOUS

Except as expressly provided otherwise in these Terms, if any provision of these Terms is held to be illegal, invalid, void, or unenforceable for any reason, then that provision shall be deemed severable from these Terms and shall not impact the validity and enforceability of these Terms and the remaining provisions. The failure of Krispy Kreme to act with respect to a breach of these Terms by you or others does not constitute a waiver and shall not limit Krispy Kreme’s rights with respect to such breach or any subsequent breaches. Neither the course of conduct between the parties nor trade practice shall act to modify these Terms. Only a specific, written waiver of any of the provisions of these Terms, signed by the Chief Executive Officer of Krispy Kreme, shall have any legal effect. You may not assign or transfer any of your rights or obligations under these Terms, in any way, whether by operation of law or otherwise. All of Krispy Kreme’s rights and obligations under these Terms are freely assignable and transferable for any reason, including, without limitation, in connection with a merger, acquisition, reorganization, corporate transaction, sale of assets, by operation of law, or otherwise.

Headings contained in these Terms are inserted for convenience of reference only and shall not in any way define or affect the meaning, construction, or scope of any of the provisions contained in these Terms. In these Terms, the words “include,” “includes,” and “including” are used in an illustrative sense and shall not limit the generality of the language preceding such term. Any limited or specific disclaimers or limitations of liability found in these Terms shall not limit the effect, forth, or breadth of any other disclaimers or limitations of liability in these Terms.

ENTIRE AGREEMENT

These Terms, together with the Privacy Policy, constitute the entire agreement between Krispy Kreme and you with respect to your use of the Online Services, Features, Content, Activities, and Programs, and supersede all previous written or oral agreements between us and you with respect to such subject matter.
CONTACT US

If you have any questions about these Terms or the Online Services, please contact us at krispykreme.com/contact-us.