

KRISPY KREME DOUGHNUTS FOR LIFE GIVEAWAY (360 DOZEN DOUGHNUTS)

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. ELIGIBILITY: The Krispy Kreme® Doughnuts for Life Giveaway (the “Sweepstakes”) is open only to legal residents of the 50 United States and the District of Columbia, who are 18 or older at time of entry, and who have a Twitter, Facebook, Vine or Instagram account. Only individuals may enter; groups, organizations and multiple-party entries are not eligible. Void where prohibited or restricted by law. Subject to all applicable federal, state, and local laws and regulations. Employees of Krispy Kreme Doughnut Corporation (“Sponsor”), its parents, affiliates, subsidiaries, franchisees, advertising, promotion and fulfillment agencies, as well as the immediate family (spouse, parents, siblings and children) and household members of those employees are not eligible to enter.

2. ENTRY PERIOD: The Sweepstakes begins on April 28, 2015 at 12:00 a.m. Eastern Time and ends on April 28, 2015 at 11:59 p.m. (the “Entry Period”) Eastern Time. Sponsor’s computer is the official timekeeping device for this Sweepstakes.

3. ENTRY: To enter the Sweepstakes, you must:

- a. Take a “selfie” that includes you and your favorite superhero either at a Krispy Kreme location or prominently featuring a Krispy Kreme product (the “Entry Photo”).
- b. During the Entry Period, post your Entry Photo on your valid, **non-private** Twitter, Facebook, Vine or Instagram account using the hashtag **#superheroselfie** (each an “Entry”). You understand that by submitting an Entry, you are accepting the terms of these Official Rules and are agreeing to be bound by them. Entrant must be in compliance with the Terms of Use of the applicable platform (Twitter, Facebook, Vine or Instagram) and accept that platform’s Privacy Policy. Message and data rates may apply if entrant enters Sweepstakes via a mobile device.
- c. Your Entry must not: (a) violate any third party rights, including, but not limited to, copyrights, privacy rights, publicity rights or other intellectual property or publication rights; (b) contain material that could be considered unlawful, harmful, threatening, abusive, offensive, hateful, indecent, or sexually explicit; (c) depict any risky or illegal behavior; (d) prominently feature any third party

trademarks or logos; (e) disparage Sponsor or any other person, company, or brand; or (f) otherwise violate any law. Sponsor, in its sole discretion, may determine whether or not any Entry fails to meet these requirements, and Sponsor's decisions in this regard are final. If the Entry depicts any person other than yourself, you must obtain written permission from each person (or from his/her parent or legal guardian) to grant the rights described in the "Sponsor's Rights" section below.

- d. You may also enter by mailing a postcard to THE KRISPY KREME® DOUGHNUTS FOR LIFE GIVEAWAY, Krispy Kreme Doughnut Corporation, P.O. Box 83, Winston-Salem, North Carolina, 27102 ATTENTION: LANE FIELDS, with the following handwritten information: first and last name; mailing address; email address; age; and home or cellular telephone number. All mailed entries must be legible and postmarked by April 28, 2015.
- e. There is a limit of one (1) Entry per person per social media platform per account or via mail. Multiple entries per person or per account on the same social media platform or via mail will result in disqualification. All eligible Entries will be entered into a computer program for a random drawing. By entering the Sweepstakes, you agree and acknowledge that Sponsor may contact you via social media or email. You further agree and acknowledge that such communication shall not be considered to be unsolicited commercial email or "spam." It is your responsibility to notify the Sponsor in writing if your social media profile changes. To do so, write to: contact@krispykreme.com. In case of dispute as to the identity of a winner, the winner will be deemed to be the person who is the registered user of the social media profile submitted with the winning Entry. Sponsor is not responsible for illegible, incomplete, or stolen Entries. By entering the Sweepstakes, 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.

This Sweepstakes is not sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram or Vine.

4. SPONSOR'S RIGHTS: By submitting an Entry, you: (a) irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) unconditionally and irrevocably forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may

preclude Sponsor's use of your Entry, or require any further permission for Sponsor to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the Entry, or any derivative works, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, and moral rights.

5. PRIZE: On or about May 5, 2015, Sponsor will randomly select potential winners from all eligible Entries submitted during the Entry Period. The Grand Prize winner will receive a prize equivalent to one dozen doughnuts per month for thirty years (360 dozen), with an ARV of \$3,500 at current pricing (the "Grand Prize"). Sponsor may choose to provide the Grand Prize (\$3500) on a stored value or gift card redeemable at participating Krispy Kreme U.S. shops (the "Grand Prize Gift Card"). The Grand Prize Gift Card may not be used in connection with any other offers, promotions or discounts. Sponsor and participating Krispy Kreme U.S. shops may impose limits on the number of dozens the Grand Prize winner can redeem with the Grand Prize Gift Card during one visit.

In addition to the Grand Prize, five (5) First Prize winners will be selected to receive free doughnuts for one year (one dozen of original glazed doughnuts per month for a year (each, a "First Prize"), each First Prize with an ARV of \$90). Sponsor may choose to award the First Prizes in coupons, punch cards, or stored value or gift cards redeemable at participating Krispy Kreme U.S. shops.

Potential winners may be subject to verification of eligibility by Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes. Award of the prizes will be subject to such verification. Odds of winning depend on the number of eligible Entries received. If a winner chooses not to accept the prize, an alternate winner will be chosen. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES (INCLUDING TRANSPORTATION), ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. 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. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.

6. NOTIFICATION, PUBLICATION OF POTENTIAL WINNERS: The potential winners will be notified via social media (Facebook Twitter, Instagram, or Vine), 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. Winners will be announced on either the Krispy Kreme website or Facebook event page after the winner has been verified, in addition to other local media coverage at a Krispy Kreme shop in close proximity to the winner's home address. 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.

7. PERSONAL INFORMATION: Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor and may be used by Sponsor for marketing purposes, and will be used for proper administration and fulfillment of the Sweepstakes. Entrant grants to Sponsor, and/or any representative acting on behalf of Sponsor the right to use all information related to the Sweepstakes, for marketing purposes or any other purpose Sponsor believes may be of interest to entrant about products and services offered by Sponsor, unless prohibited by law. By entering, you agree and acknowledge that Sponsor may contact you through the social media platform via which you entered the Sweepstakes to notify you of the potential award of prizes or provide you with regular updates about exciting new products, special offers and local events, as well as periodic updates on Sponsor. Visit <https://www.krispykreme.com/privacy-policy> for Sponsor's privacy policy. In the event of a conflict between these Official Rules and the Sponsor's Privacy Policy, to the extent it applies, the Official Rules will control.

8. RELEASE: Unless otherwise prohibited by law, entry into this Sweepstakes and/or acceptance of a prize constitutes permission for the Sweepstakes Entities to use an entrant's or winner's Entry, name, photograph, testimonial, likeness, image, voice, biographical information and address (city and state) for advertising, promotional and publicity purposes (in any media now or hereafter known), and in any other manner, in connection with the Sweepstakes and otherwise, without further compensation or notice to, or further consent of, such winner, throughout the world in perpetuity. Acceptance of prizes constitutes a waiver of any claim to royalties, rights or remuneration for said use. You release, discharge, and agree to hold harmless Sponsor, Facebook, Twitter, Vine, Instagram, and their respective employees, officers, directors, agents and representatives (the "Sweepstakes Entities") from any claims and liability arising from or relating to the Entry and the content of each Entry.

9. CONDITIONS: Potential winners may be required to sign and return an Affidavit of Eligibility, a Liability Release, a W-9 Form, and, where legal, a Publicity Release, within ten (10) days of first attempted notification. By entering, Participants (a) agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects; (b) agree to release the Sweepstakes Entities from all liability, loss, damage or injury resulting from participation in this Sweepstakes or from the award, receipt, possession, use or misuse of any prize awarded herein and acknowledge that Sponsor and its employees and agents have not made, and are not responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including without limitation the prize's quality, mechanical condition or fitness for a particular purpose; and (c) consent to use of their names, photographs and/or likenesses for advertising and promotional purposes in connection with this

Sweepstakes without additional compensation, unless prohibited by law. Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Sweepstakes should any causes beyond the control of the Sponsor corrupt the administration or security of the Sweepstakes. In such event, the prizes will be awarded by Sponsor from among eligible entries received up to the date/time of corruption or modification, to the extent feasible. If any potential winner fails to comply with any provision of these Official Rules, the potential winner may be disqualified and an alternate winner selected, at Sponsor's sole discretion. Sponsor is not responsible for late, lost, incomplete, or misdirected entries; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; problems uploading entries to Sponsor's web site; or for any other technical problems related to entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. ANY ATTEMPT BY A PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. DISPUTES: This Sweepstakes is governed by the laws of the United States and the State of North Carolina, without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in North Carolina having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (such as costs associated with entering), and participants further waive all rights to have damages multiplied or increased.

11. COPIES OF WINNER LIST AND RULES: To obtain a copy of the winner list or a copy of the Sweepstakes Rules, send your request to: THE KRISPY KREME DOUGHNUTS FOR LIFE GIVEAWAY, Krispy Kreme Doughnut Corporation, P.O. Box 83, Winston-Salem, North Carolina, 27102 ATTENTION: MARKETING. Requests must be received no later than May 31, 2015 and must include a self-addressed, stamped return envelope.

12. SPONSOR: The sponsor of this Sweepstakes is Krispy Kreme Doughnut Corporation, 370 Knollwood Street, Winston-Salem, NC 27103.

