

**Dunkin' Donuts® Bakery Series® “Vote for Your Flavorite” Promotion
OFFICIAL RULES**

NO PURCHASE NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED TO VOTE AND ENTER. Dunkin' Donuts® Bakery Series® “Vote for Your Flavorite” Promotion (“Promotion”) begins on or about Noon Eastern Time (“ET”) on 08/28/17 and ends at Noon ET on 10/31/17 (“Promotion Period”).

ELIGIBILITY: This Promotion is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older at the time of Entry (“Entrant”). Employees of The J.M. Smucker Company (“Sponsor”), its parent, related, affiliated and subsidiary companies, advertising, promotion, public relations, fulfillment and judging agencies, and legal advisers and their respective officers, directors, agents, employees and assigns (collectively, the “Released Parties”) and all other service agencies involved with this Promotion, and members of the immediate families (parent, child, sibling and spouse) or households (whether or not related) of any of the above are not eligible to enter this Promotion. **PROMOTION IS VOID OUTSIDE THE 50 UNITED STATES AND D.C. AND WHERE PROHIBITED.**

HOW TO ENTER: Go to www.DunkinFlavorite.com (“Promotion Website”) during the Promotion Period, submit your name, address (no P.O. boxes), a valid email address, and birth date, and select one of the three (3) designated **Dunkin' Donuts Bakery Series** coffee flavors that is your favorite (hereinafter, “Vote”). The three (3) designated **Dunkin' Donuts Bakery Series** coffee flavors are as follows: Blueberry Pancake, Dulce de Leche Cookie, and Coconut Caramel (each, a “Flavor”). Participant may submit one (1) Vote per Day, as defined below, and may use only one email address to submit Votes during the Promotion Period. During the Promotion Period, no other Entrants may use an email address that has already been used to Vote by another Entrant. Voting must be completed by the Entrant only. No individual(s) may Vote on behalf of anyone else. Subsequent Votes for the same Flavor during one (1) Day, as designated below, by a single Entrant and/or single email address will be disqualified. For purposes of these Official Rules, a “Day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 AM ET on a calendar day and ending at 11:59:59 PM ET the same calendar day. Votes generated by script, macro or other automated means or any other means intended to impact the integrity of the Voting process, as determined by Sponsor in Sponsor’s sole discretion, are void. Payment or other consideration in exchange for Votes is prohibited. The Voting process is subject to all applicable federal, state and local laws and regulations. Sponsor is not responsible for incorrect/inaccurate Voting information. Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend the Promotion or void any Vote should a virus, bug, non-authorized human intervention, action of Entrant, or other cause corrupt or impair the administration, security or fairness of the Voting or the Promotion. If the Voting process is terminated early by Sponsor, Sponsor reserves the right to count the Votes among all non-suspect, eligible Votes received up to the time of cancellation to determine the number of Votes per Flavor and conduct a random drawing from among all non-suspect, eligible Votes received to select the Winners, as defined below, in accordance with these Official Rules. The decision of the Sponsor with respect to the tallying of the Votes, and the invalidation or disqualification of any suspected Votes, shall be final and binding. All Votes become the property of Sponsor and none will be acknowledged.

DETERMINATION OF WINNING FLAVOR: The Flavor that receives the most Votes during the Promotion Period, as received and tabulated online, will be evaluated by Sponsor for production and distribution for sale as a **Dunkin' Donuts Bakery Series** flavored ground coffee product at Sponsor's sole discretion. No compensation will be provided to any Entrant who submitted any Votes for the winning Flavor. Sponsor reserves the right, at its sole discretion, for any reason, not to produce and/or distribute for sale any product using or featuring the winning Flavor.

FIRST PRIZE RANDOM DRAWINGS/SELECTION OF FIRST PRIZE WINNERS: One Vote will be randomly drawn from all eligible Votes received each Day of the Promotion Period for receipt of a First Prize, as defined below, for a total of sixty-five (65) potential First Prize Winners (each a "First Prize Winner"). Votes received each Day that are not randomly drawn as a First Prize Winner will not be rolled over into Votes received on subsequent Day(s) during the Promotion Period and will not be eligible for subsequent Days' First Prize Winner random drawings. Odds of winning a First Prize, as defined below, will depend upon the number of Votes received on that corresponding Day. The First Prize Winner random drawings will be conducted on or about 11/10/17. First Prize Winners will be notified on or about 11/17/17 by U.S. Mail and/or via the email address submitted at the time of Vote.

SIXTY-FIVE (65) FIRST PRIZES: Each First Prize Winner will receive fifty-two (52) prepacked bags of **Dunkin' Donuts Bakery Series** flavored ground coffee in the winning Flavor to be delivered by mail to each First Prize Winner's address, as provided on Entrant's Vote (individually, a "First Prize"). Limit one (1) First Prize per household. The approximate retail value ("ARV") of each First Prize: \$416. Total ARV for First Prizes: \$27,040.

GRAND PRIZE DRAWING/SELECTION OF GRAND PRIZE WINNER: All Votes received during the Promotion Period will be combined and one (1) grand prize winner ("Grand Prize Winner") will be randomly drawn to receive the Grand Prize, as defined below. Odds of winning depend upon the number of Votes received during the Promotion Period. The random drawing for the Grand Prize Winner will be conducted on or about 11/10/17. Grand Prize Winner will be notified on or about 11/17/17 by U.S. Mail and/or via the email address submitted at the time of Vote.

ONE (1) GRAND PRIZE: Grand Prize consists of \$5,000 made payable by check to the Grand Prize Winner's order ("Grand Prize"). ARV for Grand Prize: \$5,000.

Total value of all First Prizes and Grand Prize: \$32,040.00

GENERAL TERMS & CONDITIONS: Sponsor reserves the right, at Sponsor's sole discretion, to substitute a Prize of equal or greater value in the event that any Prize is unavailable. All random drawings will be conducted by Centra Marketing & Communications, an independent judging organization whose decisions are final and binding in all respects to this Promotion. Grand Prize Winner must execute and return an Affidavit of Eligibility and Liability/Publicity Release (where permissible) within five (5) business days of receipt of notification or Grand Prize will be forfeited and awarded to an alternate Grand Prize Winner in a random drawing from among all remaining Votes received. All First Prize Winners must complete and return a Prize Verification Form within fourteen (14) days of receipt of notification or that First Prize will be forfeited and awarded to an alternate First Prize Winner in a random drawing from among all

remaining Votes received. If any Prize Winner notification or Prize is returned as undeliverable, that Prize will be forfeited and that Prize will be awarded in a random drawing from among all remaining Votes. By entering this Promotion, all Entrants agree to release, hold harmless and indemnify the Sponsor, its affiliates, subsidiaries, agencies, judges, and each of their respective shareholders, directors, officers, employees or representatives from and against any and all liability whatsoever for any injuries, losses, harm, damage (including but not limited to property damage, personal injury and/or death), claims, actions, costs and expenses (including without limitation, all attorneys' fees and court costs) arising directly or indirectly from or in connection with any Prize or resulting from participation in this Promotion or from acceptance, possession or use/misuse of any Prize or participation in any Prize-related activity or use by Sponsor of the Vote in any manner. Submission of a Vote and acceptance of any Prize will constitute and signify the Entrant's agreement and consent that the Sponsor and/or the Sponsor's assignees may use the Entrant's name, photograph, likeness and/or Prize information for promotional purposes in commerce and in all media worldwide now known or hereinafter invented without time limitation and without further compensation, except where prohibited. All Prize Winners are solely responsible for any local, state, or federal taxes on Prize received. Sponsor is not responsible for incorrect/inaccurate Voting information. Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend the Promotion or void any Vote should a virus, bug, non-authorized human intervention, action of a Voter or other cause corrupt or impair the administration, security or fairness of this Promotion or Voting.

Sponsor and its related, affiliated and subsidiary companies, advertising, promotion, public relations and fulfillment agencies and legal advisors and their respective officers, directors, agents, employees, and assigns (collectively, the "Released Parties") are not responsible for any problems or technical, hardware, or software malfunctions of any network or telephone lines, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion, computer online systems, servers or providers, computer or other electronic equipment, software, failure of any e-mail or Vote to be received by the Sponsor due to technical problems, human error or traffic congestion, unavailable network connections on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer or other electronic device relating to or resulting from participating in this Promotion or uploading/downloading any materials in connection with this Promotion. By submitting a Vote, Entrants agree to abide by these Terms and Conditions and the www.DunkinFlavorite.com Terms of Use and its Privacy Policy located at <https://www.dunkinathome.com/privacy-policy>

If, for any reason, this Promotion is not capable of running as planned by any cause which, in the sole opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, or if due to any technical, production or other error, more Prizes are claimed or awarded than are described in these Official Rules at any Prize level, Sponsor reserves the right, at its sole discretion to cancel, terminate, modify or suspend this Promotion and determine the Winner(s) from Votes received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. No more than the number of Prizes stated in these Official Rules will be awarded. By entering, Entrants agree and consent: (a) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official

Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with this Promotion, will be resolved individually, without resort to any form of class action, and governed by, and construed in accordance with, the laws of State of Ohio, without giving effect to any choice of law or conflict of law rules, and (b) to the jurisdiction and venue of the federal, state and local courts located in Cleveland, Ohio.

LIMITATIONS OF LIABILITY: In the event of a dispute regarding the identity of an Entrant, such Vote will be deemed to be made by the authorized account holder of the e-mail address submitted at the time of Vote. "Authorized account holder" is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Neither Sponsor nor its agencies are responsible for lost, late, stolen, illegible, misdirected, mutilated, incomplete, or non-delivered Votes; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Promotion Website or other connection availability, accessibility or traffic congestion, or miscommunication, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of Vote or other information or the failure to capture, or loss of, any such information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by Promotion Website users, or by any equipment or programming associated with or utilized in this Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of Promotion Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the Voting process or operation of this Promotion or Promotion Website, may be acting in violation of the terms of the Promotion Website or the Official Rules or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Any attempt to deliberately damage Promotion Website or undermine the legitimate operation of this Promotion is unlawful and subject to legal action by Sponsor or its agents.

IN NO EVENT WILL SPONSOR, ITS PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, INCLUDING VOTERS' ACCESS TO AND USE OF THE PROMOTION WEBSITE OR DOWNLOADING FROM/UPLOADING TO AND OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

WINNERS LIST: For the names of Prize Winners, available after December 1, 2017, send a self-addressed stamped envelope with proper postage affixed to: Dunkin' Donuts Vote For Your Favorite Promotion Winners List, c/o Centra360, 1400 Old Country Road, Suite 417, Westbury, NY 11590. Requests must be received by 07/02/18. Prize Winners list will be available after all Prize Winners have been verified.

SPONSOR: The J.M. Smucker Company, One Strawberry Lane, Orrville, OH 44667.