

**BASKIN-ROBBINS SANDWICHING SWEEPSTAKES
OFFICIAL RULES 2016**

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID ANYWHERE OUTSIDE OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

1. **Eligibility:** The Baskin-Robbins Sandwiching Sweepstakes (the “Sweepstakes”) is open only to legal residents of any of the fifty (50) United States (inc. D.C.), who are at least eighteen (18) years of age, or the age of majority in their jurisdiction of residence, whichever is greater, at the time of their entry. Franchisees and employees, directors and officers of Dunkin’ Brands Inc. (“Sponsor”), bottlerocket marketing group, llc (“Administrator”), and any of their respective affiliates, franchisees, parents, subsidiary companies, and advertising and promotion agencies (collectively with Instagram and Twitter the “Released Parties”), and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing are not eligible. Void where prohibited, or otherwise restricted by law. Sweepstakes is subject to all applicable federal, state and local laws. By participating in the Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules, to Sponsor's Conditions of Use, Legal Notices and [Privacy Policy](#) as published at [www.BaskinRobbins.com](#); and (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator, whose decisions shall be final and binding in all respects.

2. **Sweepstakes Entry Period:** The Sweepstakes entry period begins at 12:00:00 AM Eastern Time (“ET”) on April 7, 2016 and ends at 11:59:59 PM ET on May 31, 2016 (the “Entry Period”).

3. **How To Enter:** There are two (2) possible methods of entry into this Sweepstakes. There is a limit of one (1) entry per person, per day. All entries must be in compliance with these Official Rules, including, without limitation, the Submission Guidelines (“Submission Guidelines”) detailed below.

A) Entry Via Twitter: In order to enter via this method, you must have a non-private Twitter account. If you do not have a non-private account, there is no cost to create one at [www.twitter.com](#). Please note that you must agree to comply with the Twitter Terms of Service ([https://twitter.com/tos](#)) and Privacy Policy ([https://twitter.com/privacy](#)) in order to create your Twitter account. Once you have such an account, you must become a follower of @BaskinRobbins. It is free to follow @BaskinRobbins on Twitter. You must follow @BaskinRobbins throughout the Entry Period and for at least fifteen (15) days thereafter (for potential notification purposes) to participate in the Sweepstakes and be eligible to win. You may unfollow @BaskinRobbins after the fifteen (15) day notification period has ended. **To enter, during the Entry Period, send a tweet to @BaskinRobbins which includes a photograph of you sandwiched between one or more other people. Such tweet must also include the following hashtags #sandwiching and #BRsweepstakes (hereinafter an “Entry”).**

B) Entry Via Instagram: In order to enter via this method, you must have an Instagram account. If you don’t already have an Instagram account, visit [www.instagram.com](#) to create one, or download the Instagram application onto your eligible device and follow the application’s onscreen instructions to set up an account. Please note that you must agree to comply with the Instagram Terms of Service ([http://instagram.com/legal/terms/](#)) and Privacy Policy ([http://instagram.com/about/legal/privacy/#](#)) in order to create your Instagram account. It is free to create an account. **To enter, during the Entry Period, post a photograph of you sandwiched between one or more other people to your Instagram account and include @BaskinRobbins and the following hashtags #sandwiching and #BRsweepstakes in the caption section (hereinafter an “Entry”).**

Sponsor need not inform you if you have earned an Entry or not. Multiple participants are not permitted to share the same email address or social media account. Incomplete Entries, Entries generated by script, macro or other automated means, Entries that do not fully comply with these Official Rules, including, without limitation the submission guidelines (“Submission Guidelines”) detailed below, or Entries which subvert the entry process, in the sole discretion of Sponsor, will not be eligible. Proof of submission of tweet does not constitute proof of delivery or Entry during the Sweepstakes Period. Entries received from any person, regardless of email address used, in excess of the above stated limitation, will be void. All Entries must be received during the Sweepstakes Period to be eligible. Due to the way Twitter operates its service, Sponsor may not receive Entries from Twitter users with “protected” updates. The computer clock of the Webmaster hosting

the Sweepstakes is the official timekeeping device. All Entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of Entries. Using the above referenced hashtag in your tweet constitutes your consent to these official rules. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. You understand that you are providing your information to Sponsor, and not to Twitter or Instagram.

4. **Submission Guidelines:** As a condition of submitting an Entry, each entrant warrants and represents that he/she is the/an individual appearing in or represented in the Entry and that the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Entrants agree that the Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry to the Gallery, and any/all posting is in their sole discretion. At any time during the Sweepstakes, even if the Entry is already posted to the Gallery, for Entries made through Twitter or Instagram, if Sponsor determines that an Entry is not in compliance with any of the Submission Requirements or these Official Rules, the Entry will be disqualified and will not be eligible to win a prize. If an Entry includes private third party property or places, entrant hereby represents and warrants he/she has received express permission from such private third party property or place owner to submit such Entry, and Sponsor may request proof of such express permission in written form at any time. Failure to provide the above referenced proofs may result in disqualification of the Entry from the Sweepstakes. **In the event Sponsor determines, in its sole discretion, that another human being is identifiable in an Entry, such person(s) (or such person's) parent or legal guardian if they are not 18+ years of age or of the age of majority in their jurisdiction) is/are required to sign the participation release document ("Participation Release"), which is available at the bottom of this set of Official Rules.** Sponsor reserves the right to request proofs of these signed Participation Release documents at any point in time, and such documents may be required in order to be deemed an official winner of a prize. Failure to provide said proof may result in disqualification of the Entry from the Sweepstakes. By submitting an Entry, entrant and any other identifiable person grants Sponsor permission to use his/her/their Entry, name(s), likeness(es) hometown(s), photograph(s) or image(s) for future advertising and publicity purposes in connection with this Sweepstakes or other marketing efforts in any and all media, without additional compensation, notification or permission, unless restricted by law.

Entries must, in Sponsor's sole discretion:

- Not exceed 5 MB and must be submitted in one of the following Photo formats: .jpeg or .gif
- Be entrant's original creation/self portrait and must not have been copied, in whole or in part, from any other work

Entries must NOT, in Sponsor's sole discretion:

- Have been previously published in any other promotion
- Have previously won any prizes in a promotion of any kind
- Contain material that, in the sole discretion of Sponsor:
 - Disparages any person, Sponsor and/or any of its affiliates' products, competitors, or any of the Released Parties affiliated with sponsoring, promoting or administering this Sweepstakes, or other companies;
 - Violates or infringes upon the copyrights, trademarks, or privacy, property, publicity or other intellectual property rights of any person or entity;
 - Includes brand names, copyrighted work or trademarks/logos that may infringe on rights of any third party. The Entry may include Baskin-Robbins brand name, copyrighted works or trademarks/logos, which entrant is hereby granted a limited license to use solely for the purpose of creating and submitting an entry to this Sweepstakes.
 - Appears to duplicate any other submitted Entries;
 - Is hateful, tortuous, defamatory, slanderous or libelous;
 - Promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- Contains any personal identification, such as personal names, phone numbers or e-mail addresses, without permission;
- Contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- Contains look-alikes of celebrities or other public or private figures, living or dead, without permission;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- Promotes any activities that may appear unsafe or dangerous;
- Is unlawful or in violation of any law;
- Contains any nudity, sexually explicit, lewd, offensive, disparaging or other inappropriate content;
- Is unsuitable to be entered into this Sweepstakes for any reason whatsoever, at Sponsor's sole discretion; and/or
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor and/or the Released Parties wish to associate, in Sponsor's sole discretion.

ENTRY PERIOD CHART:

| Entry Dates | Prizes | Prize Description | Quantity | Total ARV |
|--|---------------|--|-----------------|------------------|
| 12:00:00am ET on 4/7/16 11:59:59pm ET on 4/13/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| 12:00:00am ET on 4/14/16 11:59:59pm ET on 4/20/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| 12:00:00am ET on 4/21/16 11:59:59pm ET on 4/27/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| 12:00:00am ET on 4/28/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |

| | | | | |
|--|--------------|--|-----------|----------------|
| 11:59:59pm ET on 5/04/16 | | | | |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| 12:00:00am ET on 5/05/16 11:59:59pm ET on 5/11/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| 12:00:00am ET on 5/12/16 11:59:59pm ET on 5/18/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| 12:00:00am ET on 5/19/16 11:59:59pm ET on 5/25/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| 12:00:00am ET on 5/26/16 11:59:59pm ET on 5/31/16 | First Prize | One (1) \$181 Baskin-Robbins Gift Card (Free Ice Cream Sandwiches for a Year) (1 sandwich @ SRP of \$3.49 per week x 52 weeks) | 1 | \$181 |
| | Second Prize | One (1) \$31 Baskin-Robbins Gift Card & One (1) Warm Cookie T-Shirt | 1 | \$36 |
| Total | | | 16 | \$1,736 |

5. **Weekly Entry Periods/Prizes/Quantities/Approximate Retail Value (“ARV”):** On or about two (2) business days after each Entry Period has ended, Administrator, an independent judging agency, shall perform one (1) first prize drawing (each a “First Prize Drawing”) and one (1) second prize drawing (each a “Second Prize Drawing”), from among all eligible Entries received throughout the applicable Entry Period, in order to select one (1) potential First Prize winner per First Prize Drawing, and one (1) potential Second Prize winners per Second Prize Drawing. The First Prize Drawing(s) will be conducted first, followed by the Second Prize Drawing(s). Once confirmed as an official winner The First Prize winner, will receive one (1) year’s worth of Ice Cream Sandwiches (awarded in the form of a Baskin-Robbins Gift Card totaling one hundred and eighty-one dollars (\$181) based on three dollars and forty-nine cents (\$3.49) per week for fifty-

two (52) weeks). The ARV of the First Prize is one hundred and eighty-one dollars (\$181). The Second Prize winner, once confirmed as detailed above, will receive one (1) thirty-one dollar (\$31) Baskin-Robbins Gift Card and one (1) Warm Cookie T-Shirt. The ARV of the Second Prize is thirty-six dollars (\$36). The odds of being selected as a potential First Prize or Second Prize winner depend upon the total number of eligible Entries received throughout the applicable Entry Period. All non-winning Entries will be carried forward into subsequent Prize Drawings, and all Entries (including previous Prize Drawing winners) will be eligible for the Grand Prize Drawing.

6. **Grand Prize Drawing/Grand Prize/ARV:** On or about two (2) business days after the entire Sweepstakes Period has ended, Administrator, shall perform one (1) random grand prize drawing (the “Grand Prize Drawing”), from amongst all eligible Entries received throughout the entire Sweepstakes Period. All Entries (including previous Prize Drawing winners) will be eligible for the Grand Prize Drawing. There is a limit of one (1) prize per person from Prize Drawings, however, Prize Drawing winners remain eligible to win the Grand Prize Drawing. There is one (1) Grand Prize available to be awarded herein. The odds of being selected as the potential Grand Prize winner depend on the total number of eligible Entries received throughout the Sweepstakes Period. The Grand Prize winner, once confirmed as detailed above, will receive three (3) JetBlue Ticket Vouchers. The ARV of the Grand Prize is eight hundred ninety-four dollars (\$894).

7. **Prize Winner Notification/Verification:** All potential prize winners must comply with these Official Rules as published in order to be confirmed as an official winner and accept their prize. Sponsor and/or Administrator will not accept any screen shots or other proof of time of tweet in lieu of their verification process, and all decisions of Sponsor/Administrator are final and binding. On or about two (2) business days after each Prize Drawing, Sponsor or Administrator will notify the potential prize winner(s) via one (1) of the following two (2) methods, as applicable:

- a) **Via Twitter:** Administrator will notify the potential prize winner(s) via a direct message from @BaskinRobbins to the potential prize winners’ Twitter Account used to enter the Sweepstakes (note: in order to receive such direct message, you must (a) be following @BaskinRobbins and (b) may have to have your account settings set to “unprotected” or “public”). Upon notification or notification attempt, the potential prize winners will be required to respond to such direct message to the email address provided, accepting the prize and providing their physical and/or email address (as requested), for prize delivery purposes, within three (3) calendar days of such notification or notification attempt, or the prize will be forfeited, and an alternate potential prize winner will be selected and notified. Sponsor will attempt to contact the potential prize winner(s) two (2) times during a three (3) calendar day period. If in any instance, notification attempt(s) for a potential prize winner fail for any reason, or if a potential prize winner is found to have not complied with these Official Rules, such prize will be forfeited and an alternate potential prize winner will be selected from among remaining eligible entries, if any.
- b) **Via Instagram:** Administrator will notify the potential prize winner(s) via a comment from @BaskinRobbins on the potential prize winners’ Instagram photograph used to enter the Sweepstakes. Upon notification or notification attempt, the potential winner(s) will be required to respond to such comment by providing their email address to the commenter, and then, in later email correspondences, accepting the prize and providing his/her physical and/or email address (as requested), within three (3) calendar days of such notification or notification attempt, or the prize will be forfeited, and an alternate potential prize winner will be selected and notified. Sponsor will attempt to contact the potential prize winner(s) two (2) times during a three (3) calendar day period. If in any instance, notification attempt(s) for a potential prize winner fail for any reason, or if a potential prize winner is found to have not complied with these Official Rules, such prize will be forfeited and an alternate potential prize winner will be selected from among remaining eligible entries, if any.

8. **General Prize Conditions:** The total value of all prizes available to be awarded in this Sweepstakes is two thousand six hundred, thirty dollars (\$2,630). The decisions of Administrator and Sponsor are final and binding on all matters relating to this Sweepstakes. All prize details are in Sponsor’s sole discretion and Sponsor has final say on all aspects of all prizes. In no event will Sponsor be responsible for awarding more than the stated number of prizes herein. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive. Administrator will furnish an Internal Revenue Service Form 1099 to any winner whose prize is greater than six hundred dollars (\$600), for the actual retail value of the Prize for the tax year in which Prize is delivered or used.

Each Travel Certificate is good for one-time use by one person in accordance with the travel restrictions identified on or in connection with the Certificate. All travel must be booked and flown within the specified validity dates. In the event that a Travel Certificate does not include dates of validity, the Certificate shall be good for travel booked and flown within one

(1) year of the date of issuance. If specific flights or departures/destinations are not identified on or in connection with the Travel Certificate, the Certificate may only be redeemed for one-way JetBlue flights to/from JetBlue cities. (Not all JetBlue cities connect; call 1-800-JETBLUE (538-2538) for information on connecting cities.) Redeemed travel is subject to availability, blackout dates, and capacity controls (flights to/from Caribbean destinations subject to heightened capacity controls), and seats may not be available on all flights. Flight schedules are subject to change without notice. Certificate is not valid for bookings on Mint, partner airlines or code share or interline flights or for use in connection with JetBlue Getaways vacation packages, cruises or any other products or services. Certificate is transferable; however, at no time may it be purchased, sold, bartered, traded on an auction website or otherwise exchanged for value without prior written consent from JetBlue. Certificate cannot be partially redeemed, is not redeemable for cash, and has no cash value. Passengers are subject and entitled to all provisions of JetBlue's Contract of Carriage. See <http://www.jetblue.com/p/jetblue/coc.pdf> for details.

Government taxes and fees apply to travel booked using a Certificate, are the responsibility of the passenger, and will vary based on route. Taxes and fees may include, without limitation: **for domestic travel within the Continental United States:** Passenger Facility Charges of up to \$9.00 each way, September 11 Security Fees of up to \$11.20 each way, Domestic Segment Tax of \$4.00 per domestic segment (a segment is one take-off and landing), U.S. government excise tax of \$8.90 per departure for Alaska and Hawaii travel, and U.S. domestic transportation tax of 7.5% of the base fare for travel within the Continental United States. **For travel between the United States and Mexico:** Mexican Tourism Tax of 306 MXN applies and Airport Departure Tax (In'tl) ~ 408 MXN (frequently fluctuates). **For travel between the Continental United States and Puerto Rico:** Passenger Facility Charges of up to \$9.00 each way, September 11 Security Fees of up to \$11.20 each way and US Transportation Tax of \$17.70 each way. **For travel between the United States and international locations:** Passenger Facility Charges of up to \$9.00 each way, September 11 Security Fees of up to \$11.20 each way on U.S. originating flights, and on the domestic leg of an international one-way trip originating outside the U.S. and US Transportation Tax of \$17.70 each way, US Dept. of Agriculture APHIS User Fee of \$5.00, US Federal Inspection Fee of \$7.00, US Customs User Fee of \$5.50, Non-U.S. government taxes of up to \$120.80 each way, excluding VAT (below) and For travel between the United States and Africa, carrier imposed surcharges of up to \$304 each way. **VAT of up to 18% of the base fare value depending on the country of origination:** Barbados (17.5%), Colombia (16%), Mexico (4%), Dominican Republic (18%), Costa Rica (5%), Saint Lucia (7.5%), Peru (18%), Haiti (10%) and Trinidad (15%). Government taxes/fees are subject to change as required by law, see <http://www.jetblue.com/about/legal/taxes.asp>.

Passenger also is solely responsible for fees for any oversized, overweight or extra baggage and fees for products/services sold separately, such as Even More Space seats, pet fees, in-flight movies, etc. To view baggage fees and other optional services and fees, see <http://www.jetblue.com/legal/fees/>. Passenger must pay all applicable taxes and fees using a major credit card at the time of booking.

A Travel Certificate may be redeemed only by calling 1-800-JETBLUE (538-2583) and providing the authorization number and PIN number included on the Certificate. Travel Certificates may not be redeemed at airport ticket counters or online. The authorization number and/or PIN number cannot be replaced if lost or stolen (except as required by law), and JetBlue is not responsible for lost or stolen Travel Certificates, authorization numbers or pin numbers. Customers will not be able to redeem their Travel Certificate without both the authorization and pin numbers. Redeemed travel is not eligible for TrueBlue points. (TrueBlue is JetBlue's loyalty program.) JetBlue's change/cancel policies (including certain change/cancel fees) apply. If you are a no-show for your flight or do not cancel prior to scheduled departure, you will forfeit the Certificate(s) and all money associated with the reservation. Additional terms and restrictions apply. See <http://www.jetblue.com/legal/> for details.

9. **General Terms/Limitation of Liability:** Noncompliance with any of these Official Rules may result in disqualification. Sponsor assumes no responsibility for late, lost, jumbled, incorrect, or inaccurate tweets, whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error. Sponsor is not responsible for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or other services, providers, computer equipment, software, failure of any e-mail, technical problems or traffic congestion on the Internet or at any website (including Twitter or Instagram), including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes. Sponsor is not responsible for any typographical or other error(s) in administration of the Sweepstakes, or in the selection/announcement of the prize winners. If, for any reason, the Sweepstakes is not capable of running as planned,

including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted where Sponsor deems fit and the Prizes will be awarded via random drawing from among all eligible Entries received up until the time of termination, or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated tweets are permitted. Sponsor reserves the right in their sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online tweet; (ii) to have tampered with the participation process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE 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 INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants agree that the Released Parties, (a) shall not be responsible or liable for, and hereby release the Released Parties from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY PARTICIPANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES. In the event that a court, or other tribunal of competent jurisdiction, shall hold any of the provisions of these Official Rules to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Official Rules shall otherwise remain in full force and effect.

10. **Governing Law/Venue:** THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION

11. Request for the Name of Winners and/or Official Rules: For a list of the names of the winners, available after the Sweepstakes Period has ended, send a self-addressed stamped envelope, to be received by 08/31/16, to: Baskin-Robbins Sandwiching Sweepstakes c/o bottlerocket marketing group, LLC, 26 Patriot Place, Suite 104, Foxboro, MA, 02035.

12. Sponsor: Dunkin' Brands, Inc., 130 Royall Street, Canton, MA 02021.

Photo Release

I represent that I am over eighteen (18) years old and that I appear in or contributed to (or that my minor child appears in or contributed to) the photo entry submitted by _____ ("Photo"). I agree that Dunkin' Brands, Inc., its affiliates, successors, licensees, assigns, franchisees, and others acting on its behalf (collectively, "Dunkin'") are not responsible for any unauthorized use of the Photo by third parties.

I hereby grant to Dunkin' the unlimited right and permission to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, and otherwise exploit the Photo (edited or altered as Dunkin' sees fit), as well as my name, picture, likeness, biographical information, and hometown or other location information (i.e., city and state), and any material based thereon or derived therefrom, together with any other material, in any manner, in any and all media whether now or hereafter known, anywhere in the world, in perpetuity, for purposes of advertising or trade (including, without limitation, in the Sandwiching Sweepstakes, the Baskin-Robbins Instagram and Twitter pages, and advertising for the "Sandwiching" program), without compensation, notification, or permission.

I shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, or use in any composite form of the Photo or my name, picture, likeness, biographical information, or hometown or other location information.

I represent that I have the full and exclusive right and authority to grant the rights granted hereunder, that this Photo Release does not conflict with any existing commitment on my part, that no third party material is included in the Photo, and that the exercise of the rights granted herein will not violate or infringe upon the rights of any third party. I hereby agree to indemnify and hold harmless Dunkin' from and against any and all claims, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to the Photo or to the breach or alleged breach of any of my representations or agreements herein. No promises or representations of any kind have been made to me. I understand that Dunkin' shall be under no obligation to make any use of the Photo or to exercise any of the rights granted herein.

Name

Date

Signature

E-Mail Address

Street Address

City, State, Zip

Daytime Phone Number

Birth Date

Witness Name

Witness Signature

If you are over 18, but you are still a minor in your state of residence, or if you are a minor in your state of residence, your parent/legal guardian must sign below:

Parent /Legal Guardian Name

Parent/Legal Guardian Signature