

2017 Krispy Kreme Review Crew Survey Sweepstakes

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

The 2017 Krispy Kreme Review Crew Sweepstakes (“Sweepstakes”) is intended for participants in the United States only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this Sweepstakes if you are not a legal resident of the United States. Further eligibility restrictions are contained in these Official Sweepstakes Rules. The sponsor of this Sweepstakes (“Sponsor”) is Krispy Kreme Doughnut Corporation, 370 Knollwood St., Suite 500, Winston-Salem, NC 27103. The administrator of this Sweepstakes (“Administrator”) is Vision Critical Communications, Inc., 200 Granville Street, Mezzanine Floor, Vancouver BC V6C 1S4.

1. **ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia who are at least 18 years of age or the age of majority in their state of residence, whichever is older, who are members of the Krispy Kreme Review Crew, and who are invited to complete a survey. Void where prohibited or restricted by law. Subject to all applicable federal, state, and local laws and regulations. Entries must be from individuals only. Groups, organizations and multiple-party entries are not eligible. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Entrant must have Internet access in order to enter the Sweepstakes or enter by alternate means. Employees of Sponsor or Administrator or their parents, affiliates, subsidiaries, advertising, Sweepstakes or fulfillment agencies and members of the immediate family or household of each are not eligible. Immediate family members include parents, siblings or any person residing in the same household as employee.

2. **ENTRY:** Sweepstakes begins at 12:01 a.m. (EST) on January 1, 2017 and ends on December 31, 2017 at 11:59 p.m. (EST) (the “Promotional Period”). To enter the Sweepstakes, either complete the survey found at www.kkreviewcrew.com or prepare a postcard with the following handwritten information: first and last name; street address, city, state and zip code; email address; age and home or cellular telephone number, and mail the postcard to THE 2017 KRISPY KREME REVIEW CREW SURVEY SWEEPSTAKES, Krispy Kreme Doughnut Corporation, P.O. Box 83, Winston-Salem, North Carolina, 27102 ATTENTION: MARKETING. All mailed entries must be mailed separately and received by the Sponsor on or before the last day of the applicable month. Entries are limited to one per person per survey. Multiple entries per person per survey may result in disqualification. All participants entering this Sweepstakes (“Participants”) must provide a valid e-mail address so that Sponsor may communicate with them. By entering the Sweepstakes, you agree and acknowledge that you may be contacted by Sponsor via email. You further agree and acknowledge that such email communication shall not be considered unsolicited commercial email or spam. It is the sole responsibility of the Participant to notify the Sweepstakes judges in writing should Participant’s email address change. To do so, contact: support@kkreviewcrew.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 e-mail address submitted in the winning entry.

3. **PRIZES:** Two potential winners will be selected at random for each month during the Promotional Period, and each winner will receive one \$50 Amazon digital gift card. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, 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. If a winner chooses not to accept the prize, an alternate winner will be chosen. Winners may not substitute, assign or transfer a prize, or redeem a prize for cash, but the Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize of equal or greater value should a stated prize become unavailable.

4. **SELECTION OF WINNER:** The potential winners will be selected in a random drawing on or before the fifteenth (15th) day of the month throughout the term of the contest, with the first drawing to be held in February 2017 and the last drawing to be held in January 2018. The drawing will be made from eligible entries received during the prior month. The Administrator or other representative of Sponsor will conduct the drawing. Winners may be required to prove eligibility. Award of prizes will be subject to verification of eligibility by Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes. Odds of winning depend on the number of eligible entries received and the number of Krispy Kreme Review Crew members invited to complete a survey.

5. **WINNER NOTIFICATION, PRIZE DELIVERY:** The potential winners will be notified by email on or about ten (10) days following the drawing. Potential winners may be required to complete and return to Administrator a web-based Prize Declaration Form within five (5) business days of receipt. Failure of a potential winner to complete and return the Prize Declaration Form within the prescribed time may result in the disqualification of that potential winner. If Sponsor is unable to contact a potential winner after reasonable effort, or a potential winner fails to respond within five (5) days of first attempted notification, or a prize notification or prize is returned as undeliverable, then the prize will be forfeited and an alternate winner selected. Sponsor reserves the right to disqualify any potential winner who fails to comply with these Official Rules and Sponsor's requests, and to award the prize to an alternate winner. Prizes will be delivered within eight (8) weeks after receipt of Prize Declaration Form.

6. **GENERAL:** Potential winners may be required to sign and return a Liability Release, and, where legal, a Publicity Release, within five (5) business days of first attempted notification. In the event of noncompliance, the potential winner may be disqualified and an alternate winner selected, at Sponsor's sole discretion. By entering, Participants (a) agree to be bound by the Official Sweepstakes Rules and the decisions of the Sponsor, which are final and binding in all respects; (b) agree to release Sponsor and its employees and agents 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.

7. **PRIVACY:** The information you provide as a Participant in the Krispy Kreme Review Crew Survey Sweepstakes may be used or shared in any way specified in Krispy Kreme's Privacy Policy, available at <http://www.krispykreme.com/Privacy-Policy>. Once registered as a member of the Krispy Kreme Review Crew, you may unsubscribe at any time by clicking on the link contained in the invitation you received. Once you unsubscribe, you will no longer be eligible for prizes.

8. **INTERNET:** Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Sweepstakes should a virus, bugs or other causes beyond the control of the Sponsor corrupt the administration, security or proper play of the Sweepstakes or, if the Sweepstakes is not capable of running as planned. In such event, Sponsor will award the prizes from among eligible entries received up to the date and time of corruption or modification, to the extent feasible. 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 downloading entries from the web site; or any other technical problems related to web site 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 used in the Sweepstakes, or by any technical or human error that may occur in the processing of entries in the Sweepstakes. Any security breach or attempt by a Participant to tamper with the proper administration of this Sweepstakes will disqualify the Participant. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FOR ANY SUCH VIOLATION TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An "authorized account holder" is defined as the natural person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (such as a business, school or other institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

9. **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 that 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, Participants will not be entitled to receive, and hereby waive all rights to claim, any award for punitive, incidental or consequential damages, including attorneys' fees, other than actual out-of-pocket expenses such as costs associated with entering. Participants further waive all rights to have damages multiplied or increased. Any inconsistencies between any advertising or other promotional announcements and these Official Sweepstakes Rules shall be resolved in favor of these Official Sweepstakes Rules.

10. COPIES OF WINNER LIST, RULES: To obtain a copy of the winner list or a copy of the Sweepstakes Rules, send your request to: Vision Critical Communications, Inc. 200 Granville Street, Mezzanine Floor, Vancouver, BC V6C 1S4, Attention: Krispy Kreme Review Crew. Requests must be received no later than six (6) months following the end of the Promotional Period and must include a self-addressed, stamped return envelope. The list of winners may also be accessed at www.kkreviewcrew.com during the Promotional Period and for six (6) months thereafter. All Participants agree that, if selected as a winner, their names may be listed at www.kkreviewcrew.com or provided by mail.

11. NO ENDORSEMENT. Manufacturers and suppliers of prizes in connection with this Sweepstakes are not endorsing, sponsoring or otherwise affiliated with this Sweepstakes.

12. FORCE MAJEURE: In the event the Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or by other cause not reasonably within the Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation. In no event will more than the stated number of prizes be awarded. If Sponsor, in its sole discretion, elects to abbreviate the Sweepstakes as a result of a Force Majeure event, Sponsor reserves the right, but shall have no obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure event. All entries are the property of Sponsor and will not be returned.

13. DISCLAIMERS: Neither the Sponsor nor its officers, employees or agents are responsible for any error, omission, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials. Sponsor is not responsible for any typographical or other error in the administration of the sweepstakes or announcement of the prizes.

14. INDEMNIFICATION: Participants agree to defend, indemnify and hold harmless the Sponsor, Administrator, their respective parents, subsidiaries and other affiliated companies, and each of the foregoing entities' officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including but not limited to attorneys' fees) arising from (a) Participant's violation of these Official Sweepstakes Rules; (b) Participant's violation of any third party's right, including without limitation any copyright, trademark, intellectual property, privacy, publicity or other proprietary right in connection with the Sweepstakes; (c) the use of any prize awarded; or (d) any claim that Participant's entry caused damage to a third party. This defense and indemnification obligation shall survive indefinitely beyond the conclusion of the Sweepstakes.