

**HONEY DEW ASSOCIATES, INC.**  
**#DewYouLoveIt Spring 2018 Photo Contest**

**OFFICIAL RULES**

**No Purchase is Necessary to Enter or Win, nor will a purchase increase your chances of winning. This contest is void where prohibited. This contest is not sponsored, endorsed, administered or approved by Instagram**

1. **Contest Period/Description:** The #DewYouLoveIt Spring 2018 Photo Contest (the “Contest”) begins at 12:00 am EST on April 16, 2018 and ends on 11:59pm EST on April 22, 2018. (the “Contest Period”).

2. **Sponsor:** The Contest is sponsored by Honey Dew Associates, Inc., 2 Taunton Street, Plainville, MA 02762. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes.

3. **Entry:** You will need Internet access and an Instagram account to enter. If you do not have an Instagram account, you may download the Instagram application free of charge at iTunes or Google Play. You must also become a follower @honeydewdonuts on Instagram. You can unfollow at any time, but you will be ineligible for this contest if you do so prior to the announcement of winners of this Contest. You may enter this contest from 12:00 am EST on April 16, 2018 to 11:59 pm on EST on April 22, 2018. (the “Entry Period”). To enter, post a photo of your favorite Honey Dew product(s) and explain why it is your favorite. Remember to tag us @honeydewdonuts on Instagram and include the hashtag #DewYouLoveIt. Participants may enter once daily during the Contest period. **Note: We only recommend all profiles be set to public settings. We are not responsible for any entries that cannot be seen due to privacy settings. Also, Honey Dew Donuts owns the right to use all photos posted for this contest at any time.**

All entries must comply with these Official Rules and meet the submission guidelines detailed below (“Submission Guidelines”) and be received by us during the Entry Period to be eligible. **We are not responsible should your entry not be timely received for any reason.** Proof of submission of an entry does not constitute proof of delivery to us. All entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of entries.

4. **Eligibility to Enter:** The contest is open only to legal residents of legal age in the jurisdiction in which they reside but, in any event, not less than 18 years of age, residing in Massachusetts, Rhode Island or New Hampshire. Franchisees, employees, directors and officers of Honey Dew Associates, Inc. and employees, directors and officers of Honey Dew Donuts® franchisees, 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 each of any of the foregoing, are ineligible. The contest is subject to all federal, state and local laws. By entering the Contest, participants are bound by and agree

to these Official Rules, and the decisions of the Sponsor, which is final and binding. Any entrants who are not a follower of @honeydewdonuts on Instagram at the time prizes are awarded are ineligible.

**5. Eligible Submission:** Each entrant has a limited license to use the proprietary marks of Sponsor for the sole purpose of entering this Contest. Any entry will be deemed ineligible if it:

a. Contains material that is inappropriate, indecent, obscene, profane, hateful, defamatory, slanderous, controversial, hateful, discriminatory or libelous or which promotes bigotry, discrimination or wrongdoing of any nature, or contains material with which the Sponsor does not desire to be associated, all in the sole discretion of Sponsor;

b. Disparages Sponsor or its products or services, Sponsor's competitors or their products or services, or any other person or entity;

c. Contains company names, product names, brand names or trademarks other than those owned by Sponsor, includes any material which is plagiarized, or infringes on the rights of any third party, including without limitation proprietary and privacy rights, uses the name, likeness or other indicia of any person, living or dead, or any entity; or

d. Contains unlawful material.

Sponsor may, in its sole discretion, disqualify any individual it suspects of tampering with the participation process or the operation of the contest, to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of any devices, which subvert the participation process, will void all participation by such methods, and disqualify any entrant using such methods.

**6. Winning and Approximate Retail Value ("ARV"):** One winner will be selected based on whose photo deems to be the best. There will be a first and second place winner. These individuals will be notified by direct message or in the comment section of their post via Instagram. Total ARV of all prizes awarded in this Contest is \$25. Sponsor retains the right not to award any prize(s). Odds of winning depend upon the creativity of the participants post. Conditional winners must comply with these Official Rules as published in order to accept a prize and be confirmed as an official winner. If you are a conditional winner, you will be notified via a direct message from @honeydewdonuts to the Instagram Account used to enter the Contest or in the comment section of their post via Instagram. If, at the time of notification, your account settings are not set to "unprotected" or "public", you will be disqualified. Upon notification or notification attempt, conditional winners will be required to respond accepting the prize, confirming eligibility to the satisfaction of Sponsor. Within three calendar days of such

notification or notification attempt you must provide Sponsor with your physical mailing address for prize delivery purposes or the prize will be forfeited, and an alternate potential prize winner may be selected and notified. If in any instance, notification attempt(s) for the conditional prize winner(s) fails for any reason, or if a potential prize winner is found to have not complied with these Official Rules, the prize will be forfeited and an alternate conditional winner may be selected from among remaining eligible entries, if any. Acceptance of a prize constitutes permission for the Sponsor and its designees to use the name, and/or Instagram account information, actual or simulated likenesses, biographical information, city, state, opinions, and prize information of prize winner(s) in connection with the Contest and the exploitation thereof (including, without limitation, for advertising and promotional purposes) anywhere and at any time, without additional notice or compensation unless prohibited by law. Further, winners shall indemnify the Released Parties from any claims, damages, liabilities and expenses (including reasonable legal fees) arising from breach of these Official Rules. In the event of a dispute as to any Account, the authorized account holder of the email address used to register through the Instagram application will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

In its sole discretion, the Sponsor may cancel, modify the terms of or suspend this Contest. Notice shall be posted as Sponsor may elect. If the Contest is cancelled prior to the end of the Contest Period, Sponsor may award the prizes by choosing the next best eligible entry received prior to the termination.

7. **General Rules:** By participating in the Contest, participants agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

8. **Limitations of Liability:** By participating in the Contest, you release and agree to hold the Sponsor harmless from and against any and all liability, claims or action of any kind whatsoever, for any injuries, losses or damages of any kind to persons, including death and bodily injury, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize and/or participating in this Contest or in any Contests-related activity, whether sponsored, held by or paid for by a third party or by Sponsor. **UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS CONTEST. SPONSOR’S FAILURE TO ENFORCE ANY PROVISION IN THESE**

**OFFICIAL RULES WILL NOT BE DEEMED A WAIVER OF SUCH RIGHTS IN ANY OTHER INSTANCE.**

The Sponsor shall not be responsible for late, misdirected, or incomplete entries, or for any virus contracted by an entrant's computer through participation in the Contest or viewing the rules, for any incorrect or inaccurate information however caused, for any errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing, administrative or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the verification of the participant or prize or in any Contest-related activity or material, or for lost, interrupted or inaccessible or unavailable network, server, wireless service, Internet Service Provider (ISP), website, or other connections or any combination thereof.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation; or for failed computer, satellite, telephone, wireless or cable transmissions, lines or technical failure.

**YOU ARE HEREBY NOTIFIED AND CAUTIONED THAT: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. Governing Law and Venue:** THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. IT IS FURTHER AGREED THAT THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING FEDERAL COURTS, SHALL BE THE SOLE VENUE AND FORUM FOR ANY DISPUTE. 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. **TO THE EXTENT PERMITTED BY LAW, ENTRANTS WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS CONTEST.**

**10. Privacy Policy/Terms:** Any personally identifiable information collected during this Contest will be collected by the Sponsor and used by the Sponsor, its

affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with the Sponsor's Privacy Policy as stated at [www.honeydewdonuts.com](http://www.honeydewdonuts.com) and as allowed by law. By participating via the Instagram platform, participants are also subject to Instagram's Term's of Service located at <http://instagram.com/about/legal/terms>.

**10. Winners' List:** after the Contest Period has ended, you may obtain a list of winners by sending a stamped, self-addressed envelope no later than ten days following expiration of the Contest Period to: Honey Dew Associates, Inc. Kara Kavanaugh, Community Manager, 2 Taunton Street, Plainville MA 02762.