

AMERICA RUNS ON DUNKIN' DONUTS CONTEST  
SPONSORED BY BOSTON MAGAZINE

Contest Rules

1. Open to US residents, 21 year of age or older. Employees and immediate family and household members of employees of *Boston* magazine, Metro Corp. (publisher of *Boston* magazine) and Dunkin' Donuts and its and their affiliates are NOT eligible to enter. All federal, state and local laws and regulations apply. Limit one nomination entry per person regardless of method of entry; duplicate entries will be voided.
2. NO PURCHASE NECESSARY. Entries must:
  - a. Fill out the contest submission form, available at:  
<http://www.bostonmagazine.com/marketing2/dunkin>
  - b. Include in the submission 1) your name, mailing address and email address, 2) the name, mailing address and email address of your "Bostonian who runs on Dunkin'" nominee, and 3) your nominee's favorite Dunkin' Donuts summer product, how the nominee makes Boston run and how the nominee's favorite Dunkin' Donut's product makes your nominee run.
3. By submitting your contest entry form, you and your nominee are each entered to win a Dunkin' Donuts gift certificate in the amount of \$520.00, subject to any limitations on use, including time limits, imposed by Dunkin' Donuts. If, for any reason, the described prize cannot be awarded, *Boston* magazine reserves the right to substitute another prize of equal or greater value. All taxes on the prize are the winners' responsibility. The prize may not be redeemed for cash. The winning nominee will be featured in a one-time, promotional advertisement for Dunkin' Donuts printed in a subsequent edition of *Boston* magazine, which advertisement will feature a picture of the nominee and a summary of how the nominee uses Dunkin' Donuts products in his/her life.
4. The contest will be judged by both *Boston* magazine and Dunkin' Donuts on the basis of: 1) how the nominee uses Dunkin' Donuts products to gain more energy, 2) how the nominee's energy is used to make the greater Boston area better, and 3) such other relevant factors as the judges deem appropriate. All judges' decisions are final.
5. Personal information of all entrants, including names and addresses, will be provided to Dunkin' Donuts by *Boston* magazine. By entering and providing the required entry information, entrant acknowledges that, unless he/she opts out, *Boston* magazine and Dunkin' Donuts may also send entrant samples or special offers it thinks may be of interest to entrant about its publication or other complementary goods offered by *Boston* magazine and Dunkin' Donuts, or other companies it may carefully select. Use of information collected from online entrants is subject to the respective company's private policy. Neither *Boston* magazine nor Dunkin' Donuts will use non-winning nominee personal information for any reason, unless permission to do so is granted by the non-winning nominee.

6. The winning nominee will be required to permit photographs commissioned by *Boston* magazine to be taken of the nominee. Commissioned photographs are the sole property of *Boston* magazine, and may be published in *Boston* magazine, in print and on its website, in connection with a Dunkin' Donuts advertisement.
7. The winning nominee must be willing to be identified by name and town, to be available for interview, to sign a publicity release authorizing publication and promotional use of their name and photo, including the use thereof in a Dunkin' Donuts advertisements published exclusively in *Boston* magazine, and to sign a liability release. Winners (including winning entrant and nominee) must also sign an affidavit of eligibility.
8. Monthly winners will be selected on or around the 1st day of the month for each of the following months: June, July, August, September, October, and November and each month's winners will be announced the following month's issue of *Boston* magazine (e.g. the June 1st winner will be announced in the July issue of *Boston* magazine, the July 1<sup>st</sup> winner will be announced in the August issue of *Boston* magazine, etc...). Unless you have already been selected as a monthly contest winner, your entry will remain eligible for each monthly selection until the contest ends. If no qualifying entries are received, no winner will be selected, and no prize will be awarded. If *Boston* magazine is unable to make contact with the winner within one week of its first attempt to do so or the winner refuses to comply with these Official Rules, *Boston* magazine may select an alternate winner based on the same criteria as that used for the original winner. If *Boston* magazine is unable to notify either a winner or alternate winner within 14 days of its selection, *Boston* magazine may, at its sole discretion, elect not to select a contest winner for that specific month. Only the winner will receive notification. For the names of monthly winners, send a self-addressed stamped envelope postmarked by January 15, 2008 to: America Runs on Dunkin' Contest, *Boston* magazine, Attn: Rebecca Pacheco, 300 Massachusetts Avenue, Boston, MA 02115.
9. *Boston* magazine, Metro Corp. and Dunkin' Donuts are not responsible for, and shall not be liable for, any problems connected with the internet portion of the contest, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry process or the contest; and (iv) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the contest. *Boston* magazine and Metro Corp. reserve the right, in their sole discretion, to suspend or cancel the contest at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper rules of the contest. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry.
10. *Boston* magazine, Metro Corp., Dunkin' Donuts and its and their parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. No computer-generated entries

accepted. Entries and the information contained therein become the property of *Boston* magazine and will not be returned.

11. By entering this contest, entrants release *Boston* magazine, Metro Corp., Dunkin' Donuts and its and their parents, subsidiaries, affiliates, agents, shareholders, officers and employees from any liability arising from or relating to participation in this contest, including but not limited to, any and all claims, expenses, demands or liabilities arising out of or in connection with the photography thereof, or publication of photographs or text in *Boston* magazine or elsewhere.
12. Except where prohibited, by participating in the contest, entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and *Boston* magazine and Dunkin' Donuts and its agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the Commonwealth of Massachusetts and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this contest, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to entrants in those jurisdictions.
13. Contest entrants agree to abide by these Official Rules and the decisions of *Boston* magazine, Metro Corp. and Dunkin' Donuts, which decisions are final and binding on all matters pertaining to this contest.