

# The Original Donut Shop Coffee TikTok Challenge

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The Original Donut Shop Coffee TikTok Challenge (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor (defined below in Section 2), Administrator, (defined below in Section 2) and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** Keurig Green Mountain, Inc., 53 South Avenue Burlington, MA 01803. Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on October 13, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on October 16, 2021 at 11:59 p.m. ET (the "Contest Period"). TikTok's servers are the official time-keeping device for the Contest.

### **5. How to Enter:**

**Participation Requirements:** To participate, you must have a personal TikTok account. You may not use a corporate or shared TikTok account. Creating a TikTok account is free but is subject to TikTok's [Terms of Service](#). **Posting an entry on TikTok will require a mobile device and therefore data rates may apply.** Check your wireless carrier's network, standard data charges from your wireless carrier may apply.

**Entry Requirements:** During the Contest Period, take the following actions to receive an entry:

- a. Create a 15 second video where you film the creation of the most "treatiest" cup of coffee ("Video"). Entrants should have fun creating this video and may interpret the word "treatiest" in their own way (does not have to refer to the taste).
- b. Your Video must follow the following technical requirements:
  - i. You must use the branded effect located on the Hashtag Challenge page on TikTok (this is a filter and includes a custom sound) and may not include any other music or sound (other than your own voice).
  - ii. Your Video content must not violate any of the "Video Content Restrictions" set forth below
- c. Post your Video on TikTok and include #treatiestcupcontest in your TikTok caption; and
- d. You must keep the same TikTok handle during the Contest Period and until the prizes are awarded (as described in Section 8, below); and

*Your TikTok video need not include any reference, positive or negative, to Sponsor's products or services. Including a reference or an image of Sponsor's product in your social post will not improve your chances of winning.*

By posting your TikTok video, (herein your "Submission"), you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

### Guidelines:

- The Submission must meet TikTok's format and size requirements; and
- The Submission must be in English.

**Permissions:** Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein.

Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be your original work;
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement and therefore the Submission must not contain brand names or trademarks other than those owned by Sponsor;
- The Submission must not disparage Sponsor, or any other person or party;
- Submission must not promote or reference alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission during the Contest Period. Submissions received from any person in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same TikTok account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different TikTok accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the TikTok account used to register 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 used to create the TikTok account. Each potential winner may be required to show proof of being the/an authorized account holder. *Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void.*

**6. Sponsor's Use of Submissions:** Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**7. Winner Determination:** After the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the four (4) entrants with the highest-scoring Submissions (the "Potential Winners") from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Creativity – Show us something surprising and unexpected: (40%);
- Taste Appeal – Show us something treaty and delicious: (40%); and
- Production Quality – Show us some shooting and editing skills: (20%)

The entrant with the highest scoring Submission will be deemed the potential Grand Prize winner and the other three (3) entrants selected will be deemed the potential First Prize winners. In the event of a tie, the entrant whose Submission received the highest score for Creativity, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Potential Winner from among the tied entrants. Sponsor reserves the right to select fewer than four (4) winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

**8. Winner Requirements:** On or around October 27, 2021 @TheOriginalDonutShop will start notifying potential winners and where applicable request via a public comment to their TikTok video that they follow and send a private message to @TheOriginalDonutShop within 2 days of the date of the comment. Potential winners will next be directed to a secure website where each winner will be required to provide their name, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within 3 days of the date notice or attempted notice is sent to claim the prize. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator within four (4) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to provide any other requested information or where applicable the Declaration within the required time period, or the prize is returned as undeliverable, the potential winner forfeits his/her/the prize. If a potential winner forfeits the prize or is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

**9. Prizes:** ONE (1) GRAND PRIZE: A check for \$10,000, a Keurig K-Mini Plus® Coffee Maker, and a year's supply of The Original Donut Shop Coffee (fulfilled as 508 K-Cup® Pods). Approximate Retail Value ("ARV"): \$10,489.73.

THREE (3) FIRST PRIZES: A Keurig K-Mini Plus® Coffee Maker and a year's supply of The Original Donut Shop Coffee (fulfilled as 508 K-Cup® Pods). ARV: \$489.73.

Prizes are non-transferable, and no substitution will be made. Sponsor, however, reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest.

**10. Release:** By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, TikTok, Merkle Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**11. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's TikTok profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**13. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**14. Disputes:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**15. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy: <https://www.keurig.com/content/privacy-policy>.

**16. Winner List:** For a winner list, <https://bit.ly/2YJJMU7>. The winner list will be posted after winner confirmation is complete.

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