

# OFFICIAL RULES

## Dunn Bros Coffee® Costa Rica - Ultimate Coffee Tour Sweepstakes

### 1. No Purchase Necessary:

The **Dunn Bros Coffee® Costa Rica - Ultimate Coffee Tour Sweepstakes** (the "Sweepstakes") is sponsored by Dunn Bros Coffee Franchising, Inc. ("Company"). No purchase or payment is necessary to enter this sweepstakes. Company reserves the right to modify the rules of this sweepstakes in any way or at any time.

### 2. Eligibility:

The Sweepstakes is open to legal residents of Minnesota, Wisconsin, South Dakota, North Dakota, Nebraska, Kansas, Missouri, Tennessee and Texas, who are 18 years of age or older. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. This offer is void where prohibited or restricted. Employees of Company, advertising agencies and any other company involved with the design, production, execution or distribution of this promotion, or any person domiciled with and/or immediate family members of such employees are not eligible to enter or win. Any person attempting to defraud or in any way tamper with this sweepstakes will be ineligible for any prizes and may be prosecuted to the full extent of the law.

### 3. How to Enter:

Participants may enter the Sweepstakes by presenting their DUNN BROS COFFEE® *RoastmasterRewards*™ membership card at any participating DUNN BROS COFFEE store (see locations at [www.dunnbros.com](http://www.dunnbros.com)). Card swipe entries will be recorded via-electronic data capture through the Company's *RoastmasterRewards* frequency card database system. No purchase is necessary and membership in *RoastmasterRewards* is free. Only one entry per store visit. Certain DUNN BROS COFFEE stores will not accept *RoastmasterRewards* electronic entries and paper entry forms will be available at those locations. Company assumes no responsibility for incomplete or incorrect *RoastmasterRewards* profile or lost, illegible, incomplete, unconfirmed, damaged, late or misdirected entries, all of which will be void. Entries will be accepted starting at 12:01 a.m. (CST) on October 1, 2009 and all entries must be received by 11:59 p.m. (CST) on October 31, 2009 (the "Sweepstakes Period"). Company is not responsible for any technical malfunctions of the telephone network, computer online systems, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof that affect entries. *RoastmasterRewards* member profile information may be updated at: <http://www.dunnbros.com/roastmasterrewards.asp>.

### 4. Selection of Winners:

One Grand Prize winner will be selected in a random drawing on or about November 30, 2009. The Grand Prize drawing will be conducted by Company and the Grand Prize winner will be selected from all eligible entries received. The Grand Prize winner may be notified by phone or email and will be required to be available for travel on the dates selected by Company, to satisfactorily complete an Affidavit of Eligibility showing that the Grand Prize winner has complied with these rules, and the winner and their travel companion must complete a Liability and Publicity Release, all of which must be returned within ten (10) days to the Company.

One Second-Place winner will be selected in a random drawing on or around November 30, 2009. The Second-Place drawing will be conducted by Company and the Second-Place winner will be selected from all eligible entries received. The Second-Place winner may be notified by phone or email.

1,410 Runner-Up prizes will be given away during the Sweepstakes Period. *RoastmasterRewards* electronic entries will be eligible for instant-win Runner-Up prizes awarded at random at the store locations. Stores not accepting *RoastmasterRewards* electronic entries will select Runner-Up winners at random from the eligible paper entry forms submitted during the Sweepstakes Period. Runner-Up winners selected from paper entry forms will be contacted by email and/or telephone. If Runner-Up prize winners selected from paper entry forms cannot be contacted after three attempts and ten (10) days have past since the first contact attempt, the prize shall be forfeited and will be awarded to an alternate winner.

The odds of winning any of the prizes depend on the number of eligible entries received.

### 5. Prizes:

The Grand Prize winner will receive a trip for two to Costa Rica, including two round trip airplane tickets, some trip-related meals, lodging and transportation while in Costa Rica and other out-of-pocket expense of the Company's choosing. Selected airline and lodging are at the sole discretion of the Company.

The approximate retail value of the Grand Prize is \$4,000. If the Grand Prize winner declines to participate in any aspect of the Grand Prize, including the entire itinerary as arranged by Company, or is unable to fulfill Sweepstakes requirements or if, by reason of accident, illness or emergency, the person is unable to travel or must return home early, or if the individual's participation is terminated by the Company prior to trip completion, there will be no cash compensation. The Grand Prize winner must agree in writing that the Company, and anyone it may authorize, may without compensation publish, display and otherwise use the Grand Prize winner and their travel companion's name, photograph or other likeness, biographical information and statements concerning the Sweepstakes for purposes of advertising and promotion without additional compensation. The potential winner then and only then becomes the "winner." The winner must also demonstrate to the Company, at least 30 days prior to departure, ability to timely obtain (a) a valid passport and any other documentation allowing the individual to leave and to legally re-enter the United States; and (b) all vaccinations and preventative medications required or recommended by the U.S. Department of Health and Human Services Centers for Disease Control. All information submitted is subject to verification by the Company. If the potential Grand Prize winner cannot be contacted; is ineligible; fails to return the completed and executed Affidavit and Release; if the prize notification is returned undeliverable; or if the potential Grand Prize winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize may be awarded to an alternate winner as selected by the Company.

Company reserves the right to cancel or reschedule the trip, in whole or in part, in its sole discretion, as well as the right, in its sole discretion, to dismiss or replace the winner from participation in the trip as a result of conduct that is considered improper or offensive to the local community, is likely to be detrimental to the health or safety of the winner or other individuals, or demonstrates that the individual is not capable or unwilling to participate fully in the trip experience.

One Second-Place prize consists of one Bodum® "Costa Rica" Coffee Press, two Bodum® "Canteen" double wall porcelain mugs and two pounds of DUNN BROS COFFEE Costa Rican whole bean coffee. The approximate retail value of the Second-Place prize is \$114.00. The 1410 instant-win Runners-Up prizes consist of either one 20oz ceramic DUNN BROS COFFEE mug (value \$8.95) or a set of two DUNN BROS COFFEE cappuccino cups and saucers (value \$11.95).

No substitution of prizes, except at the discretion of the Company. Prizes may not be redeemed for cash value. The Company reserves the right to revoke the Grand Prize in the event of material misrepresentation. All federal, state and local taxes, are the sole responsibility of the winners.

### 6. Limitation of Liability:

By participating, entrants agree that Company, those involved in the development, production (including prize suppliers), implementation and distribution of this promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this sweepstakes, including entry and participation in this sweepstakes and acceptance, possession, use or misuse of any such prizes. In the event of any third party claims, damages, losses or injuries, arising from or relating to this sweepstakes, entrants will indemnify Company from any and all such claims, including the attorney fees related thereto.

### 7. Governing Law:

This sweepstakes shall be governed by Minnesota law. By participating in this sweepstakes, entrants agree that Minnesota courts shall have jurisdiction over any dispute or litigation arising from or relating to this sweepstakes and that venue shall be only in Minneapolis, Minnesota.

### 8. Rules/Winners List:

The Grand Prize winner's name will be posted on Company's web site for twenty-one (21) days after the winner's selection. To receive a copy of the Official Rules, or a list of winners, send a self-addressed stamped envelope to: Dunn Bros Coffee Franchising, Inc., 111 Third Ave. South, Suite 220, Minneapolis, Minnesota 55401. Specify winner's list or Official Rules on your request. WA and VT residents may omit return postage.

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