

**DUCK DONUTS Getaway to Sanderling Resort Sweepstakes
OFFICIAL RULES**

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

2. SPONSOR: (Duck Donuts Holdings, LLC located 1215 Manor Drive, Mechanicsburg PA 17055 (referred to in these Official Rules as "Duck Donuts" or "Sponsor") and Sanderling Resort, Outer Banks located at 1461 Duck Road, Duck, NC 27949 .

3. ELIGIBILITY: The Duck Donuts and Sanderling Resort Getaway to Sanderling Resort Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Sponsor has the right to verify the eligibility of each entrant. Employees of Sponsor and its franchisor Duck Donuts Holdings, LLC and Sanderling Resort, and each of their affiliated companies (and the immediate family members of all such employees, and all others with whom they are domiciled) are NOT eligible to participate in the Sweepstakes. The term "immediate families" includes spouses, children, siblings, parents, grandparents and grandchildren. The Sweepstakes is subject to all federal, state, and local laws and regulations. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories/possessions and where prohibited by law. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Duck Donuts Holdings, LLC and Sanderling Resort as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

4. Sweepstakes PERIOD: Sweepstakes starts on June 23, 2022 at 10:30 AM and ends on June 30, 2022 at 11:59 PM EST (the "Sweepstakes Period"). Sponsor's clocks are the official time-keeping devices for the Sweepstakes.

5. HOW TO ENTER: NO PURCHASE NECESSARY. Individuals may enter the Sweepstakes at Instagram.com/duckdonuts or [Instagram.com/sanderlingresort/](https://www.instagram.com/sanderlingresort/) by, Like, Follow Duck Donuts & Sanderling Resort, and Tag Friends in Separate Comments on the Contest Post. BONUS entry for sharing the post to your story and tagging Duck Donuts and Sanderling Resort.

Sponsor is not responsible for technical failures of any kind or for lost, late, damaged, misdirected, illegible, stolen, incomplete, invalid, unintelligible, misdirected, altered, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed proof of receipt by Sponsor.

Entry must be made by the entrant only. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

6. WINNER SELECTION/RANDOM DRAWING: One (1) Winner will be selected in a random drawing from all eligible entries to receive prize including a Duck Donuts Welcome Kit and a 4-night stay at

Sanderling Resort. The random drawing will be conducted upon completion of the Sweepstakes Period, by Duck Donuts and Sanderling Resort, whose decisions on all matters relating to this Sweepstakes are final and binding in all respects pertaining to this Sweepstakes. Odds of winning will depend on the number of eligible entries received during the Sweepstakes Period. Name of Prize Winner will be posted on July 3 on Duck Donuts and Sanderling Resort Instagram Story.

7. PRIZES: The prize will consist of Duck Donuts Welcome Kit (Duck Donuts Towel, 1 Quack Cards, Ollie Plush, Tie-dyed Pint Glass, Sanderling Cooler, Duck Donuts koozies and sunglasses), and a 4-night stay at the Sanderling Resort in Duck, NC. Approximate retail value is \$2,000.00. For All Prizes: No cash equivalent and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize 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. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Airfare and other travel expenses not included. Subject to availability. Blackout dates apply. Prize based on double occupancy in a Soundview King Room. Fees may apply for additional occupants. The prize must be redeemed by July 3, 2023.

8: WINNER: The winner will be notified via Instagram Direct Message to the account they entered the Sweepstakes with within three (3) days following the winner selection. Duck Donuts Holdings, LLC and Sanderling Resort shall have no liability for a winner's failure to receive notices due to winners' security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, failure to claim the prize by July 2, 2022 the time award notification was sent, or failure to timely return a completed and executed declaration and releases as required, may result in prize forfeiture. A new winner be chosen and contacted.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. PRIZE, DELIVERY: Prize certificate will be delivered to winner by email and may be redeemed by contacting Sanderling Resort via email reservations@sanderling-resort.com or by phone (866) 435-8249.

10. PRIZE, GENERAL: Prize is non-transferable and must be accepted as awarded.

11. CONDITIONS OF PARTICIPATION: By participating, entrants agree to these Official Rules and the decisions of Duck Donuts and Sanderling Resort, which shall be final and legally binding in all matters relating to this Sweepstakes. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, without liability, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. Sponsor reserves the right to modify these Official Rules for clarification purposes without

materially affecting the terms and conditions of the Sweepstakes. By entering the Sweepstakes the entrant grants to Sponsor the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, discovered or devised, including but not limited to the Internet, at any time or times, the information and any material submitted by the entrant including, but not limited to, the entrant's full name, portrait, picture, voice, likeness, and biographical information for advertising, trade, and promotional purposes without additional consideration, and without review, approval, or notification. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By participating, each entrant represents and warrants that he or she has all rights and permissions to submit any photographs, pictures, videos or other content and that such content submitted by the entrant and the use of it by Sponsor as described in these Official Rules shall not violate the intellectual property, privacy or publicity rights of any third party. By entering the Sweepstakes the entrant agrees to indemnify, defend and hold harmless Sponsor from any third party claims that Sponsor's use of any information or materials submitted by the entrant violate the intellectual property, privacy or publicity rights of any third party

12. GENERAL CONDITIONS & RELEASE: By participating in this Sweepstakes, entrants agree to release Sponsor, Duck Donuts Holdings, LLC and Sanderling Resort, Instagram, Inc. and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use or misuse of any prize.

13. USE OF INFORMATION: Any contact or personally identifiable information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and to send you information about Sponsor's products and services, but will not be provided to third parties, except as necessary for the administration of the Sweepstakes or as required by law or legal process.

14. LIMITATIONS OF LIABILITY: By entering you agree to release and hold harmless Duck Donuts Holdings, LLC and Sanderling Resort and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

15. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram. Any information you provide to enter the Sweepstakes is disclosed directly to Sponsor and not Instagram.