

## DICKEY'S BARBECUE RESTAURANTS HOW DID YOU MEAT CONTEST

This Agreement is for the purpose of Dickey's Barbecue Restaurants, Inc. ("Dickey's") How Did You Meat social media Contest. Upon the contestant's entry (the "Entry"), this Agreement's terms shall be effectively accepted by the contestant.

**1. Eligibility:** Dickey's sponsorship of the How Did You Meat Contest (the "Contest") is only open to legal residents of the United States aged eighteen (18) years or older, and is void where prohibited by law. Employees of Dickey's and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, their immediate family members, and/or those living in the same household of each are not eligible to participate in the Contest. Void where prohibited. By entering this Contest, each contestant (hereafter referred to as "You", "Your", "Contestant", "Entrant," or "Participant") agrees to release and hold harmless Dickey's from any injury, loss, damage, death, action, claim, demand or other liability that may occur from Entrant's participation in this Contest or from the acceptance, use, or misuse of any prize awarded, or attendance at any event.

**2. Agreement to Rules:** By participating, Contestant agrees 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 Dickey's, as final and binding as it relates to the content. The Contest is subject to all applicable federal, state and local laws.

**3. Contest Period:** The Contest Period begins at 8:00 a.m. Central Standard Time ("CST") on February 1, 2019 and ends at 12:00 a.m. CST on February 28, 2019 (the "Contest Period").

**4. How to Enter:** You must follow Dickey's on either Instagram or Facebook ("Social Media"). On Facebook, Dickey's account is Facebook.com/DickeysBarbecuePit and on Instagram Dickey's account is @DickeysBarbecuePit. Dickey's will announce on Social Media an official and original Contest post (the "Contest Post"). During the Contest

Period, Contestant must 1) post a photo on their Social Media page of Contestant and their significant other with a caption explaining how they met, and 2) tag the photo using #HowDidYouMeetContest. Entries are limited one entry per Contestant.

**5. Grand Prize:** You must share a photo and caption in accordance with the criteria listed above. Only one winner will receive free barbecue for two (2) people, for one year (the "Grand Prize"). The approximate retail value of the Grand Prize is ten-dollars (\$10) per week, for 52 weeks, for a total of five-hundred and twenty dollars (\$520) per person, for a combined total value of approximately \$1,040. The Grand Prize is nontransferable. Any and all Grand Prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution, transfer, or assignment of Grand Prize to others, nor request for the cash equivalent by winners, is permitted. Acceptance of the Grand Prize constitutes permission for Dickey's to use winner's name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Winner selection and notification:** The entries will be judged based on the criteria below.

- i. Originality/authenticity
- ii. Creativity
- iii. Quality of photo, color, and creativity

Disrespect, which includes, but is not limited to, rudeness, contempt, incivility, or disdain, displayed by any Contestant towards the Dickey's brand will not be considered, and may lead to the Contestant's disqualification of the Contest. The Contest winner for the Grand Prize will be notified via Social Media. Dickey's shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the Grand Prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the Grand Prize

may be forfeited, and an alternate winner may be selected.

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

**7. Judging Criteria.** The Entry will be judged based on the Participant's creativity, originality/authenticity, and photo quality, as described above. The individual who best, in Dickey's sole discretion, displays the criteria above, will be selected as the Grand Prize Winner. Dickey's will announce the winner, via Social Media, no later than March 1, 2019.

**8. Artwork Ownership.** Each Submission must not contain any copyrighted works other than those owned by the Contestant. Use of unauthorized artwork or other copyrighted works may result in disqualification from the Contest. By submitting an Entry, each Contestant agrees Dickey's shall unconditionally and irrevocably own the Entry submitted including all rights embodied therein in winning entries and that Dickey's and its designees may use, publish, adapt, modify, combine, or dispose of any Entry or Submission or elements thereof of any Entry or Submission online, in print, film, television, or any other media now or hereafter without additional compensation or notification to, or permission from, the Participant, except as prohibited by law

**9. Rights Granted by you:** Upon submitting the Contest Entry, the Contestant warrants and represents to Dickey's that the Contestant has the right to enter into this Agreement and grant the rights granted in it; that neither the Contest Entry nor entering into this Agreement will impair or violate anyone else's rights including but not limited to rights of privacy, rights of publicity, libel or infringement of copyright or any other rights; that neither the Contest Entry nor any portion thereof is in the public domain; and that the

Contest Entry is an original creation, created solely by the Contestant for entering into this Contest. By entering this Contest, You understand that Dickey's Barbecue Restaurants, Inc., anyone acting on behalf of Dickey's or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your Entry, including, without limitation, the Entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**10. Terms:** Dickey's reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Dickey's may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Dickey's. Dickey's reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the Entry process or the operation of the Contest or website or violates these Terms & Conditions.

Dickey's has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason. Any attempt by an Entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, Dickey's reserves the right to seek damages from any such person to the fullest extent permitted by law.

**11. Limitation of Liability:** By entering you agree to release and hold harmless Dickey's 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) unauthorized Entry of original artwork not independently owned by you, (ii) such Entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (iii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (v) unauthorized human intervention in any part of the Entry process or the Promotion; (vi) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**12. Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Texas having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

**13. Notices and Contact Information:** All notices under this Agreement shall be in writing and shall be deemed given (i) upon delivery if by hand delivery, (ii) on the next business day if by reputable overnight courier, or (iii) upon the second business day following deposit into the United States Certified Mail system and properly addressed as follows:

Dickey's Barbecue Restaurants, Inc.

Attn: Callie Head, Strategic Communications Manager

4514 Cole Avenue, Suite 1015

Dallas, TX 75205

Telephone: 927-248-9899

Email: [Chead@dickeys.com](mailto:Chead@dickeys.com)

Other communications should also be addressed to the individual referenced above.