

## **DICKEY'S BARBECUE RESTAURANTS SUMMER BIG YELLOW CUP CONTEST**

This Agreement is for the purpose of Dickey's Barbecue Restaurants, Inc. ("Dickey's") Summer Big Yellow Cup 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 Summer Big Yellow Cup 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", or "Participant") agrees to release and hold harmless Dickey's and any Dickey's subsidiary, parent, or affiliate 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 Contest. 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 May 27, 2019 and ends at 12:00 a.m. CST on August 27, 2019 (the "Contest Period").

**4. How to Enter:** You must follow Dickey's on Instagram, Facebook, and/or Twitter ("Social Media"). Dickey's will announce on Social Media an official and original Contest post (the "Contest Post"). During the Contest Period, Contestant must do the following

tasks: (1) Contestant must post a photo of their summer adventure on Social Media using the Dickey's Big Yellow Cup (the "Big Yellow Cup") and (2) Contestant must tag such photo with the hashtag #ShowUsYourCup #Contest.

**5. Prizes:** One (1) bi-weekly winner will be selected every two (2) weeks during the Contest Period based on the judging criteria in paragraph six and seven, below. The bi-weekly winners will be announced on the following dates: June 5, 2019; June 19, 2019; July 3, 2019; July 17, 2019; July 31, 2019; August 14, 2019; and August 28, 2019. Each of the bi-weekly winners will win one of the following prizes: free barbecue for a year (approximate retail value of five-hundred and twenty dollars (\$520)); free family pack (approximate retail value of fifty dollars (\$50)); \$50 Dickey's social media vouchers; free catering for twenty (20) people (approximate retail value of three hundred dollars (\$300)); pit master pack (approximate retail value of seventy dollars (\$70)).

One (1) grand prize winner will be selected from the group of seven (7) bi-weekly winners (the "Grand Prize Winner"). The Grand Prize Winner will be announced on Social Media on September 4, 2019. The Grand Prize Winner will receive a trip for two (2) to Cancun, Mexico including three (3) night hotel accommodations for two (2) at Hotel Xcaret Mexico in Solidaridad, Mexico with check in on October 10, 2019 and check out on October 13, 2019, airfare for two (2) to Cancun, Mexico from anywhere in the United States (collectively, the "Grand Prize"). The Grand Prize is valued at approximately four thousand and five hundred dollars (\$4,500.00). The Grand Prize Winner and their guest must be able to travel to the destination stated above within the aforementioned timeframes or he/she will forfeit the Grand Prize. The Grand Prize is nontransferable. The Grand Prize may not be sold, redeemed for cash, traded, transferred, or rescheduled to dates other than as set forth above. Any and all Grand Prize related expenses, costs, or fees including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Grand Prize Winner. No substitution, transfer, or assignment of the Grand Prize to others, nor request for the cash equivalent by winners, is permitted. Acceptance of any and all prizes constitutes permission for Dickey's to use winners' name, likeness, and Entry for purposes of

advertising and trade without further compensation, unless prohibited by law. Dickey's will not be responsible for any loss, liability or damage arising out of any winners' acceptance, use or misuse or failure to use any prize, or element thereof. Returned, undelivered, unclaimed, or un-awarded prizes, or any element thereof will not be (re)awarded. Dickey's shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the other promotion partners against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding any prize to any winner.

**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 from 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 winner's spam, junk e-mail, or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If a selected winner cannot be contacted, is ineligible, fails to claim the prize within fifteen (15) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate winner may be selected.

The receipt by winner of the prize(s) 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 Grand Prize Winner, via Social Media, no later than September 4, 2019.

**8. Artwork Ownership.** Each Entry 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 elements there 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 Dickey's sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond Dickey's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Dickey's may select the Grand Prize Winner 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, and 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 the Contest, 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, (ii) 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. Governing Law:** THIS CONTEST IS GOVERNED BY THE LAWS OF TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.

**13. ARBITRATION:** BY ENTERING THE CONTEST, ENTRANTS AND POTENTIAL WINNERS AGREE THAT EXCLUSIVE JURISDICTION FOR ANY AND ALL DISPUTES OF WHATSOEVER KIND OR NATURE ARISING OUT OF OR RELATED IN ANY WAY TO THE CONTEST, ALL PARTICIPATION THEREIN AND/OR THESE RULES, SHALL BE SUBMITTED TO BINDING FOR BINDING ARBITRATION IN PLANO, TEXAS, BEFORE ONE NEUTRAL ARBITRATOR TO BE MUTUALLY AGREED UPON BY BOTH PARTIES. THE PARTIES AGREE TO SHARE EQUALLY IN THE ARBITRATION COSTS INCURRED. TO THE EXTENT PERMITTED BY LAW, THE RIGHTS TO LITIGATE, SEEK INJUNCTIVE RELIEF, OR MAKE ANY OTHER RECOURSE TO JUDICIAL PROCEEDINGS IN CASE OF DISPUTES OR CLAIMS RESULTING FROM OR IN CONNECTION WITH THIS CONTEST ARE HEREBY EXCLUDED, AND ALL PARTICIPANTS EXPRESSLY WAIVE ANY AND ALL SUCH RIGHTS.

**14. 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) upon delivery if made by electronic means (iii) on the next business day if by reputable overnight courier, or (iv) 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: Brianna Myers, Digital Community Manager

4514 Cole Avenue, Suite 1015

Dallas, TX 75205

Telephone: 927-248-9899

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

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