

Official Rules

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

1. Eligibility: "Free Cones for a Year" (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (excluding Texas) and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of American Dairy Queen Corporation ("Sponsor"), Dairy Queen franchisees, Quikly, Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: American Dairy Queen Corp., 8000 Normandale Blvd, Minneapolis, MN 55439. **Administrator:** Quikly, Inc., 1555 Broadway St., 3rd Floor, Detroit, MI 48226.

3. Timing: The Sweepstakes begins on March 3, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on March 19, 2025 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.

4. How to Enter: During the Promotion Period, download or access the DQ® App, create a DQ® Rewards account or sign into your DQ® Rewards account and click "ENTER HERE" on the home screen of the DQ® App. From there, follow the instructions for entering the Sweepstakes. You automatically will receive one (1) entry into the Sweepstakes for entering your email address associated with your DQ® Rewards account.

Limit: One (1) entry per person during the Promotion Period for signing up. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address 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 for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

BONUS SWEEPSTAKES ENTRIES: After you enter the Sweepstakes, you can earn bonus Sweepstakes entries by taking the following actions:

- Two (2) extra entries for sharing with a friend or friends via text message; NOTE: sending text referrals to people in Washington State is not permitted by these Terms and Conditions and may result in disqualification from the Promotion.
- Two (2) extra entries for sharing with a friend or friends via Facebook Messenger.
- One (1) extra entry for following @DairyQueen on Instagram at [instagram.com/dairyqueen](https://www.instagram.com/dairyqueen)

A maximum of five (5) bonus sweepstakes entries can be earned.

5. Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners, from all eligible entries on or around March 20, 2025.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WIN HAVE BEEN VERIFIED, AND ENTRANT HAS

BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential winner will be notified by email. The potential Grand prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release (“Declaration”) which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize cannot be contacted or fails to provide any requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential Sweepstakes prize winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded.

8. Prize:

ONE (1) GRAND PRIZE: “Free Dairy Queen cones for a year” awarded in the form of one \$500 Dairy Queen gift card which is the approximate amount of one small vanilla cone a week for 52 weeks.

Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes. Limit: One (1) prize per person.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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 Sweepstakes or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: THIS SWEEPSTAKES AND ITS RULES ARE GOVERNED BY US LAW AND ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE PROMOTION RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS AND SPONSOR IN CONNECTION WITH THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DETROIT, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF DETROIT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THE PROMOTION OR ANY PRIZE AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. FOR NEW JERSEY RESIDENTS, THE LIMITATIONS SET FORTH ABOVE MAY BE INAPPLICABLE WHERE ATTORNEYS' FEES, COURT COSTS, OR OTHER DAMAGES ARE MANDATED BY STATUTE.

14. Entrant's Personal Information: Information collected from participants is subject to Administrator's Privacy Policy available at www.quikly.com/page/privacy and Sponsor's Privacy Policy available at <https://www.dairyqueen.com/en-us/privacy-statement/>.

15. Winners List: To obtain a copy of the winner's name, send a letter to: ___
Attn: Digital Marketing Team American Dairy Queen Corp., 8000 Normandale Blvd, Minneapolis, MN 55439.

Letter must include the name of the sweepstakes (DQ Free Cones for a Year Sweepstakes), full name of sender and a contactable email address. Upon receipt, DQ will send an email with a winner list.