

OFFICIAL RULES FOR DICKEY'S BARBECUE RESTAURANTS SOCIAL MEDIA
SWEEPSTAKES
OPEN TO LEGAL RESIDENTS OF THE UNITED STATES

This Agreement is for the purpose of Dickey's Barbecue Restaurants, Inc. Social Media Sweepstakes for Airpod Pro 3PV Giveaway. Upon the Entrant's entry, the Entrant accept this Agreement's terms.

1. Eligibility: Dickey's Barbecue Restaurants Inc. Social Media Sweepstakes for Apple Airpod Pro 3PV Giveaway (the "Sweepstakes") is only open to legal residents of the United States and is void where prohibited by law. Employees of Dickey's Barbecue Restaurants, Inc. ("Dickeys") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. Void where prohibited. By entering this Sweepstakes, each Entrant (hereafter referred to as "You, Your, Entrant, 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 Sweepstakes or from the acceptance, use or misuse of prize awarded, or attendance at any event.

2. Agreement to Rules: By participating, Entrant 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 Restaurant Brands, as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

3. Sweepstakes Period: The Sweepstakes Period is as follows:

October 11, 2021 10am CST – November 11, 2021 11pm CST

4. How to Enter: Entrant must be (i) a US Citizen, (ii) over the age of eighteen (18) years old at the time of entry, and (iii) must have a valid e-mail address. Entrant must order from Dickey's, Wing Boss, or Big Deal Burger through one of the following

third-party vendors: DoorDash, Grub Hub, or Uber Eats. Entrant must place this order during the Sweepstakes Period and then submit the screenshot or receipt email to 3pv@dickeys.com. The screenshot submitted by Entrant must clearly display the order-number or date of order, and whether the order was placed for Dickey's, Wing Boss, or Big Deal Burger. Following the How to Enter instructions above shall be considered one "Entry". There is no limit to the number of Entries one Entrant may make during the Sweepstakes Period. To enter without making a purchase, mail a 3 x 5 postcard with your contact information including name, address, phone number, and email, with the heading 'Airpod Pro 3PV Sweeps' to 'Contest Entry, 4514 Cole Ave, Suite 1015, Dallas, Texas 75204. Any entry via mail must be received by 15 pm CST November 15th. One Entry is allowed per day during the Contest Period, as confirmed by Post Mark date. You may enter up to thirty one (31) times during the Contest Period.

5. Prizes: On November 15, 2021, Dickey's will randomly select one Entry made by a Entrant. The randomly selected winner will receive one (1) Apple Airpod Pro earphones. Any and all 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 of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. **Acceptance of 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. Odds: The odds of winning depend on the number of eligible Entries received.

7. Winner selection and notification: The Sweepstakes winner will be randomly selected and notified by Dickey's selection committee via Entrant's e-mail. Dickey's will also announce the Sweepstakes winner via Facebook, Instagram and Twitter. 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 prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

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 DICKEY'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Judging Criteria. There is no criteria, rather the winner is randomly selected.

9. Artwork Ownership. Each Submission must not contain any copyrighted works other than those owned by the Entrant. Use of unauthorized artwork or other copyrighted works may result in disqualification from the Sweepstakes. By submitting an entry, each Entrant 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 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

10. Rights Granted by you: Upon submitting the Sweepstakes Entry, the Entrant warrants and represents to Dickey's that the Entrant has the right to enter into this Agreement and grant the rights granted in it; that neither the Sweepstakes 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 Sweepstakes Entry nor any portion thereof is in the public domain; and that the Sweepstakes Entry is an original creation, created solely by the Entrant for entering into this Sweepstakes By entering this Sweepstakes 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

Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

11. Terms: Dickey's reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes 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 Sweepstakes. 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 Sweepstakes or website or violates these Terms & Conditions.

Dickey's has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes 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.

12. 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 Sweepstakes 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.

13. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, 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 Sweepstakes, 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 Sweepstakes), and participant further waives all rights to have damages multiplied or increased.