

## **DICKEY'S BARBECUE RESTAURANTS FIRST RESPONDER BAND CONTEST**

This Agreement is for the purpose of Dickey's Barbecue Restaurants, Inc. ("Dickey's") First Responder Band 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 First Responder Band 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. 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 12:00 p.m. Central Standard Time ("CST") on June 1, 2021 and ends at 12:00 p.m. CST on June 30, 2021 (the "Contest Period").

**4. How to Enter:** Dickey's will announce on its National Facebook page an official and original Contest post (the "Contest Post"). During the Contest Period, Contestant must post a video submission in the comment section on the Official Contest Post. Alternative entry can be made by submitting an Instagram link, YouTube link, Vimeo link, or

Facebook link of their video submission to [Communications@Dickeys.com](mailto:Communications@Dickeys.com). Only video submissions which contain at least one band member who is active or retired Law Enforcement, Fire Department, or Emergency Medical Services are eligible for entry.

**5. Prizes:** One (1) winner will be selected at the end of the Contest Period based on the judging criteria in paragraph six below. The winner will be announced on the following date: July 7, 2021. The winner will win the following items: (1) selection as the opening 30-minute act at the Dickey's 80<sup>th</sup> Anniversary Party and Fundraiser for the Dickey Foundation supporting First Responders at the Rustic (the "Venue"), and (2) a \$1,000 stipend for the performance of the opening 30-minute act. 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 voted on by a panel of no less than 7 Dickey's employees, and a winner will be selected. Should Dickey's receive less than 20 unique band submissions, Dickey's reserves the right to not select a winner and elect to have another opening 30-minute act of Dickey's sole choosing separate and apart from the Contest.

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 will be notified via Dickey's' National Facebook page. 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

filters and/or 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 Contest winner must supply all musical instruments for the opening 30-minute act. The Venue will supply all sound equipment.

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. 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.

**8. 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 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.

**9. 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, (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.

**10. Governing Law:** THIS CONTEST IS GOVERNED BY THE LAWS OF TEXAS,

WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.

**11. 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.

**12. 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: Digital Marketing Manager

4514 Cole Avenue, Suite 1015

Dallas, TX 75205

Telephone: 927-248-9899

Email: socialmedia@dickeys.com

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