

## **DQ Acts of Sweetness Terms and Conditions**

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### **1. Eligibility**

DQ Acts of Sweetness (the "Program") begins September 1, 2022, at 8:00:01 AM Central Time ("CT") and ends on September 30, 2022, at 11:59:59 PM CT ("Program Period"), or when \$75,000.00 donation maximum is reached, whichever comes first. Participation in the Program is only open to legal residents of Texas, who are 13 years of age or older.

### **2. How to Participate**

There are two (2) ways to participate: During the Program Period, DQ® locations in Texas and Children's Miracle Network Hospitals® will be teaming up to bring smiles to children across the state.

- a. ONLINE DONATION:** To participate, visit [DQTexas.com/ActsofSweetness](https://DQTexas.com/ActsofSweetness) and follow the instructions to make a donation. DQ® restaurants in Texas will match all donations made to Children's Miracle Network Hospitals®, up to \$75,000.00, during the Program Period.
- b. INSTAGRAM POST:** To participate, visit your local DQ® restaurant in Texas to enjoy or share a Blizzard® Treat. Log into your Instagram account (must be made public) and make an original post regarding the Program, including your Blizzard® Treat. In the caption of your post, tag @DairyQueenTX and include the Program hashtag #ActsofSweetness. DQ® restaurants in Texas will donate \$1.00 to Children's Miracle Network Hospitals® for every valid post that includes a photo or video of a Blizzard® Treat,, the @DairyQueenTX tag and Program hashtag #ActsofSweetness, up to \$75,000.00, during the Program Period.

By creating a post, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, other than DQ®, Blizzard® Treat or Children's Miracle Network Hospitals®;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than you and/or that contains any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;

- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

### **Program Donation Maximum**

TDQOC will donate up to \$75,000 combined across the two donation avenues as follows:

- **Avenue A - #ActsofSweetness Social Tagging:** Will be the primary donation avenue. TDQOC will donate \$1 to CMN Hospitals in Texas for every post following entry guidelines. Total donation will be divided equally among the 16 hospitals.
- **Avenue B - #Online Donation Matching Program:** Secondary donation avenue. Should TDQOC not achieve the \$75,000 donation maximum via Avenue A, TDQOC will match user donations contributed via Avenue B in chronological order until maximum is reached or program ends, whichever occurs first. Should TDQOC reach the donation maximum via Avenue A, user donations will still apply, though without match.

### **3. Your Consent**

By using the Program hashtag #ActsofSweetness in your post, you agree to be bound by these Terms & Conditions and grant Sponsor a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your post, including without limitation the right to distribute all or part of your post in any media formats through any media channels. By submitting a post, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.

By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Sponsor and its parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Program. All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

### **4. Privacy Policy**

Any personally identifiable information collected from Participant during participation in the Program will be collected by Program Sponsor or its agents, and used by Program Sponsor and its respective affiliates and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Program Sponsor's Privacy Policy as stated at <https://dqtexas.com/privacy-policy/>.

### **5. Program Sponsor**

Texas Dairy Queen Operators' Council, 2120 Forum Pkwy, Bedford, TX 76021

### **6. Program Administrator**

Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428