

# **DQ® x Reese Social Contest**

## **Official Rules**

**No purchase necessary. Void where prohibited.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

*This promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. Entrants are providing their personal information to Sponsor, and not to Facebook or Instagram.*

1. **Sponsor:** Dairy Queen Canada Inc., 1111 International Blvd., Suite 601, Burlington, Ontario L7L 6W1.
2. **Eligibility:** Legal residents of Canada (excluding Quebec), who:
  - are at least 18 years old as of the start of the Promotion Period; and
  - have a valid, public Facebook or Instagram account (depending on the method of entry). **Facebook and Instagram accounts set to private are not eligible.** If you don't have a Facebook or Instagram account, you can get one for free at facebook.com or instagram.com.

Employees (and their immediate families and those living in their households) of Sponsor and affiliated companies, franchisees, advertising and promotion agencies are not eligible. Multiple participants are not permitted to share the same account or device.

3. **Timing:** The promotion begins at 12:00 a.m. Eastern Time ("ET") on January 8<sup>th</sup>, 2025 and ends at 11:59 p.m. ET on January 27<sup>th</sup>, 2025 ("Promotion Period"). Sponsor's computer is the official timekeeper for all deadlines, and all entries must actually be received by Sponsor during the Promotion Period to be valid.
4. **How to Enter:**
  - Follow @dqcanada and @reeseCanada (if you don't already) on Instagram or Facebook and ensure that your account is public;
  - Post a photo of yourself enjoying a REESE'S PIECES Cookie Dough Blizzard® Treat; and
  - Tag @dqcanada and @reeseCanada and include #DQReesesContest in your post.

**No purchase necessary.** To enter without purchase: Share the contest announcement post on your Instagram or Facebook story along with your favorite Blizzard® Treat, tag @dqcanada, @reeseCanada, and tag 3 friends you would like to share the prize pack with.

5. **Prizes:** There are twenty-five prize packs consisting of each of the following:

- 1 REESE'S Toque
- 1 REESE'S Tumbler
- 3 REESE'S Peanut Butter Cups
- 1 REESE'S Peanut Butter Cup King Size
- 1 REESE'S Big Cup with Caramel
- 1 REESE'S Big Cup
- 1 REESE'S Big Cup with REESE'S PIECES
- 1 REESE'S Sticks King Size
- 1 CHIPITS REESE'S Peanut Butter
- 1 REESE'S Miniatures
- 1 REESE'S + Nougat Bar
- 1 DQ® \$100 Gift Card

Total approximate retail value of all prizes available to be won is \$5,348.00.

All taxes are the winner's responsibility. No substitution, cash redemption or transfer of prizes allowed except with Sponsor's permission (which may be granted or withheld for any reason) or where required by law. All gift cards are subject to the terms and conditions on the gift card. If potential winners cannot accept prize, the prize may be forfeited in its entirety and awarded to an alternate winner.

6. **Winner Selection:** On or about January 29<sup>th</sup>, 2025, a random drawing will be conducted from among all eligible entries received during the Promotion Period. Potential winners will be notified by direct message on social media. Potential winners must comply with all terms and conditions of these official rules, and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process. The potential winners may be required to execute and return to Sponsor a notarized affidavit of eligibility, a liability release, and, except where prohibited by law, a publicity release (collectively the "Affidavit/Release") in the form provided by Sponsor in order to claim the prize. The Affidavit/Release must be returned to Sponsor by the date and time indicated. If a potential winner cannot be contacted within seven days of the first contact attempt, if the potential winner fails to return the Affidavit/Release within the specified time, if any prize or prize notification is returned as undeliverable, if the potential winner is found to be ineligible, or if the potential winner does not comply with the official rules or the requests of Sponsor, then Sponsor may disqualify the potential winner and randomly select an alternate from among all remaining eligible entries. If more than two alternate potential winners are disqualified, Sponsor may choose to cancel the Promotion as related to that prize and not award that prize. Canadian residents, in order to win, must first correctly answer a mathematical skill testing question.

The use of any automated, robotic, repetitive, programmed or similar registration or voting methods not approved by Sponsor is prohibited. Any questionable activity that increases votes for an entry will result in disqualification of all such votes or similar action, including without limitation any attempts to artificially increase vote

totals or trade votes. Sponsor reserves the right to disqualify any entrant or website visitor who is suspected of violating these terms or otherwise tampering with the entry, voting or selection process.

7. **Publicity:** By accepting a prize, winners agree, where lawful, that Hershey Canada Inc., Sponsor, and its affiliates may use winner's name, likeness, biographical information, voice and statements attributed to winner (if truthful) for advertising and promotional purposes without additional consideration or approval.
8. **Entries:** Proof of sending the entry does not constitute proof that the entry was received. Sponsor is not responsible for lost, late, damaged, garbled, corrupted, misdirected, illegible, incomplete, or stolen entries. All entries become the property of the Sponsor and will not be acknowledged or returned. Any attempts by any entrant to enter more than the allowed number of times by using multiple or different email addresses, identities or other methods will void those entrant's entries.

Normal time, toll, connection and usage rates, if any, charged by your internet service provider will apply. If there is a dispute about an entry, the authorized account holder is deemed the entrant. The authorized account holder is the person to whom the internet service provider or other organization has assigned the account, or in whose name the device has been issued and the services are billed. A potential winner may be required to show proof of being the authorized account holder.

Automated entries (including but not limited to entries submitted using any bot, script, macro, or sweepstakes service), third party entries, copies, facsimiles and/or mechanical reproductions are not permitted and may be disqualified.

9. **Entry Materials:** By submitting an entry, entrant provides Sponsor with a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such entry and video materials in whole or in part specifically including without limitation the entrant's name, likeness and biographical information, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation necessary for Sponsor or its designees to make use of the rights entrant is granting to use the entry and essay materials.

Entrants are responsible for securing necessary consents, waivers, talent and location releases, and licenses for any visual and audio material contained in an entry. If any minors are pictured in the materials, the entrant must have permission from the minor's guardian and be able to provide evidence of the permission upon request. Upon request, the entrant must be able to provide releases from all persons (other than the designated entrant) featured in the entry. Each entry must be an original work of the entrant, and entrant must possess sufficient rights in all elements of the work prior to entry. All eligible entries will be made available to the public.

To be eligible, the entry must not:

- violate or infringe another's rights, including but not limited to privacy, publicity, copyright or intellectual property rights;
- disparage Sponsor or any other person or party affiliated with the promotion and administration of this promotion;
- be inappropriate, indecent, lewd, obscene, hateful, tortious, defamatory, slanderous or libelous;
- promote bigotry, racism, hatred or harm against any group or individual, or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- contain the last name, phone number, address, or email address of any person, including the entrant;
- contain or otherwise make available any unsolicited or unauthorized advertising, commercial pitch, promotional materials, junk mail, spam, pyramid schemes, or any other form of solicitation;
- contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where submission is created; or
- contain any viruses, spyware, malware, or other malicious components.

Sponsor reserves the right to disqualify and delete any entries that do not comply with these official rules or is inconsistent with Sponsor's brand identity, but Sponsor has no duty to review the entries prior to posting them to the website.

10. **Release:** By accepting a prize, winners: (1) release and discharge Facebook, Instagram, Hershey Canada Inc., Sponsor and its parent company, affiliates, advertising and promotion agencies and all of their respective employees, officers, directors, representatives and agents (the "released parties") from all liability or damage due in whole or part to the acceptance, possession, use or misuse of a prize, or participation in this promotion; and (2) waive any "moral rights" in the entry.

The released parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, Sponsor, printing errors or by any of the equipment or programming associated with or utilized in the promotion; (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 promotion; (4) technical or human error which may occur in the administration of the promotion or the processing of entries; (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 promotion or receipt or use of any prize or while traveling to or from any prize-related activity; or (6) liability in connection with the promotion. If

for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the promotion during the Promotion Period.

11. **Fraud/Technical Failure:** Sponsor reserves the right to cancel or modify the promotion if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the promotion, as determined by Sponsor. In such event, Sponsor reserves the right to determine winners from among the eligible entries received up to the time of the impairment. Sponsor reserves the right to disqualify any individual tampering with the entry process or the operation of the promotion or to be acting in violation of these official rules or any other promotion, or in an unsportsmanlike, improper or disruptive manner. An attempt to deliberately damage any website or undermine the legitimate operation of a promotion is 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 is not a waiver of that provision.
12. **Agreement to Official Rules:** By participating in this promotion, entrant agrees to these official rules and the decisions of the Sponsor (and its authorized third parties).
13. **Disputes:** Except where prohibited, entrant agrees that: (1) all disputes, claims, and causes of action arising out of or connected with this promotion or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the courts of the Province of Ontario; (2) all claims, judgments, and awards are limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion, but not attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of the entrant and Sponsor in connection with this promotion, will be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules, and by participating, entrant agrees to personal jurisdiction in Ontario.
14. **Privacy:** Information collected from entrants is subject to the Sponsor's privacy policy at <https://www.dairyqueen.com/en-ca/privacy-statement/>.
15. **Odds of Winning:** Odds of winning will be determined by the number of eligible entries received.