



Idea or Story Submission Agreement

Thank you for taking the time to submit your idea or story. We welcome your suggestions and always like to hear from our customers, franchisees and store employees. We would like to provide an easy and fun way for you to make a submission. The fun part is that if you submit an original idea or story that we decide to use, we will try to let you and others know about that!

We have millions of customers with great ideas, and that we've been working on ideas ourselves and with our partners for nearly 70 years. It is possible that we've already considered an idea like yours...but maybe not!

Some businesses refuse to consider ideas from customers. We believe that it's worth the extra effort to provide a way for you to submit an idea or story. It is important, however, for us to explain and for you to understand the conditions so that there is no mistake. We apologize for the formal nature of the legal agreement that is required, but we do need you to read and agree to these terms in order to submit an idea or story. Thank you!

THIS IS A BINDING LEGAL AGREEMENT between you and American Dairy Queen, Inc. ("ADQ"). Please read it carefully. By agreeing below, you are bound by this Agreement and you represent that you are at least eighteen years old.

All ideas, stories, remarks, suggestions, graphics, or other information that you communicate to ADQ through this site become and remain ADQ's property. This means that:

- If ADQ uses your submission, or anything like it, we don't have to pay you or anyone else.
- You cannot sue ADQ or its affiliates or claim anything for our use of the idea or story or other materials you submit, including without limitation your product or advertising ideas.
- ADQ does not have to treat your submission as confidential.
- ADQ will have exclusive ownership of all present and future rights to submissions of every kind. ADQ and its affiliates can use them for any purpose throughout the world, without compensating you or anyone else for them.

NO CONFIDENTIALITY, NO ADQ RESPONSE. You understand and agree that your idea is not a secret and is not submitted to ADQ in confidence. There is no confidential relationship between you and ADQ, and ADQ is free to disclose to others or use your submission for any purpose it deems fit without any obligation to you.

PATENT, TRADEMARK, AND COPYRIGHT PROTECTION, ADQ OWNS RIGHTS. By submitting an idea, you understand and agree that you are not claiming any patent, trademark, copyright, or other right in the idea. If you believe that you have or might claim any such right,

obtain legal advice rather than making a submission to ADQ. If your idea is adopted by ADQ, ADQ will thereby become the owner of any and all right, title and interest in the idea, and you will sign any further documents that may be necessary to reflect that fact. You represent that everything you submit is your own original work, that you have all necessary rights to disclose it to ADQ, and that you are not violating the rights of any third party. You also represent that any story you submit is true and authentic and that we have worldwide rights to publicize, adapt, modify, distribute and use it in any way we wish. You agree to indemnify and hold ADQ harmless from any claims, demands, damages, liabilities and costs (including legal fees) asserted by any third party relating in any way to your breach of a representation or another term of this Agreement.

OTHER TERMS. You will receive no compensation in exchange for giving us your submission or our use of your submission. This Agreement may be modified only in a writing signed by the parties. This is the entire agreement between you and ADQ and supersedes any prior or contemporaneous agreement or representation. The headings are for ease of reference only and shall have no effect on the interpretation of this Agreement. This Agreement and program are void where prohibited, and no purchase of any type is necessary. ADQ reserves the right to modify or cancel this program at any time--please check our web site for the latest information.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. I AM AT LEAST 18 YEARS OLD AND AM WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS AND I AGREE THAT MY SUBMISSION MAY BE USED ACCORDING TO THESE TERMS:

I agree

I do not agree.

Signature

Date

Name (Please Print)

Phone