

**BFC Member Giveaway**  
**Official Rules**

Win a signature *DQ*® waffle cone holder and \$10 *DQ* gift card to fill it to celebrate the Confetti Cake Waffle Cone *Blizzard*® Treat.

NO PURCHASE NECESSARY.  
PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE  
YOUR CHANCES OF WINNING.

**Eligibility:** This promotion is open to *Blizzard* Fan Club members who are legal residents of the United States or the District of Columbia and are at least 21 years of age. Employees (and their immediate families and those living in their same households) of American Dairy Queen Corporation, International Dairy Queen, Inc., Orange Julius of America and any of their parents, subsidiaries, affiliates, franchisees, advertising and promotion agencies are not eligible.

**How to Enter:** Become a *Blizzard* Fan Club member by 11:59 ET p.m. on Monday, April 14, 2014 (“Entry Deadline”). Sponsor’s clock will be the official clock for this promotion.

**Winner Selection:** 100 *Blizzard* Fan Club members will be randomly chosen from all *Blizzard* Fan Club members as of the Entry Deadline. Potential winners will be notified by 5 p.m. CT on Tuesday, April 15, 2014, via the email address associated with their *Blizzard* Fan Club membership and a mailing address must be provided to the Sponsor for delivery of the prize. If the potential winner does not respond to the email requesting the mailing address within 7 days, Sponsor reserves the right to select another winner. Prizes will be awarded within 7-10 days after verification of winners.

**Prizes:** A signature *DQ* waffle cone holder and \$10 *DQ* gift card. Approximate Retail Value (“ARV”) of each prize = \$13. ARV of total prizes = \$1,300. Odds of winning a prize depend on the number of *Blizzard* Fan Club members as of the Entry Deadline.

All prizes are non-transferable and no substitution will be made except at the Sponsor’s sole discretion. Prizes cannot be used in conjunction with any other promotion or offer and may not be separated. No prize transfers, modifications, cash or other substitutions are allowed, except that Sponsor may substitute a prize, in whole or in part, for one of comparable or greater value in the event the offered prize (or any component thereof) is unavailable or unworkable for any reason, based on Sponsor’s sole discretion. No more than the stated number of prizes will be awarded. All taxes are the responsibility of the winner.

**Publicity:** By accepting a prize, winners agree, where lawful, that Sponsor may use winner’s name, likeness, biographical information, voice and statements attributed to winner (if truthful) for advertising and promotional purposes without additional consideration.

**Release:** By accepting the prize, winners release, discharge and agree to hold harmless Sponsor and any of its parent, subsidiaries, affiliates, advertising and promotion agencies

and all of their respective employees, officers, directors, representatives and agents from any and all liability or damage due in whole or part from the acceptance, possession, use or misuse of a prize, or participation in this promotion.

**Fraud/Technical Failure:** Sponsor reserves the right to cancel or modify this promotion if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of this promotion, as determined by Sponsor in its sole discretion. 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 in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this promotion or to be acting in violation of these official rules or any other promotion, or in an unsportsmanlike, improper or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this 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 shall not constitute a waiver of that provision.

Sponsor is not responsible for any computer, online, telephone or technical malfunctions that may occur, for any incorrect or inaccurate information, whether caused by website users, equipment or programming associated with or utilized in this promotion, or any technical error which may occur in the processing of entries, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries, any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers on account of technical problems, traffic congestion on the internet or at any website or due to any combination of the foregoing. Sponsor is not responsible for any injury or damage to entrant's or to any computer related to or resulting from participating or entering this promotion, for theft, destruction, unauthorized access to or alteration of entries.

**Disputes:** Except where prohibited, entrant agrees that: (1) any and 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 United States District Court for Minnesota; (2) any and all claims, judgments and awards are limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion, but in no event 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 State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

This promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

**Privacy:** Information collected from entrants is subject to the Sponsor's privacy policy found at [www.dairyqueen.com/privacypolicy](http://www.dairyqueen.com/privacypolicy).

**List of Winners:** For a list of winners, send a self-addressed stamped envelope that is post dated by April 15, 2014 to: Waffle Cone Winners, c/o Pierson Grant Public Relations, 6301 NW 5th Way, Suite 2600, Fort Lauderdale, FL 33309.

**Sponsor:** American Dairy Queen Corporation, 7505 Metro Blvd., Minneapolis, MN 55439-0286