

## Idea or Story Submission Agreement

Thank you for taking the time to submit your idea or story. 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 before you submit a story or idea to us. Thank you!

THIS IS A BINDING LEGAL AGREEMENT between you and American Dairy Queen Corp. or Orange Julius of America (collectively referred to as “we” or “us”). 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 us through this site (a “submission”) become and remain our property. This means that:

- If we use your submission, or anything like it, we don’t have to pay you or anyone else.
- You cannot sue us or our affiliates or claim anything for our use of your submission.
- We do not have to treat your submission as confidential.
- We will have exclusive ownership of all present and future rights to your submissions. We and our affiliates can use them for any purpose throughout the world, without compensating you or anyone else for them.

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

**WE OWN RIGHTS.** By making a submission, you understand and agree that you are not claiming any patent, trademark, copyright, or other right in the submission. If you believe that you have or might claim any such right, obtain legal advice rather than making a submission to us. If we adopt your submission, we will be the owner of any and all right, title and interest in the submission, 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 us, and that you are not violating the rights of any third party. You also represent that your submission 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 us 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 us 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.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. BY SIGNING BELOW, I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_