

TERMS AND CONDITIONS

DQ® 10 TO THE 4TH POWER! CONTEST

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE. INTERNET ACCESS REQUIRED. VOID WHERE PROHIBITED. OPEN TO LEGAL US RESIDENTS (EXCLUDING RESIDENTS OF RHODE ISLAND, PUERTO RICO AND US TERRITORIES AND POSSESSIONS) AND CANADIAN RESIDENTS (EXCLUDING RESIDENTS OF THE PROVINCE OF QUEBEC) 18 YEARS OF AGE OR OLDER.

ELIGIBILITY: The DQ® 10 to the 4th Power! Contest (the "Promotion") is open only to legal US residents of the 50 United States (excluding residents of Rhode Island), the District of Columbia, and Canada (excluding residents of the Province of Quebec), who are at least 18 years of age or older as of the day of the Promotion (October 10, 2010). Void in Rhode Island, Puerto Rico, US territories and possessions, the Province of Quebec, and where prohibited or otherwise restricted by law. Employees, officers and directors of Sponsor, Sponsor's franchisees, and their respective affiliated companies, parents and subsidiaries, and the advertising and promotion agencies of each (collectively, the "Promotion Entities"), and their immediate families (defined as spouse, mother, father, sisters, brothers, sons and daughters, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Promotion. Participation in the Promotion constitutes each entrant's full and unconditional agreement to and acceptance of these Official Rules, including, but not limited to, entrant's consent to receive messages via Twitter from Sponsor solely in connection with the Promotion. Each Promotion entrant is referred to herein as a "Participant." Participants under the age of majority in his/her state or province of residence are not eligible to enter.

HOW TO ENTER PROMOTION: To enter the Promotion, you must, between 12:01 am ET and 11:59 pm ET on October 10, 2010 (the "Submission Period"), either: (1) have both a Foursquare account and a Twitter account, which must be linked together, and use Foursquare to check-in at a DQ® location in the 50 United States (except for the State of Rhode Island), the District of Columbia, or Canada (except for the Province of Quebec), which must then post to your Twitter account via your Foursquare and Twitter account being linked (a "Submission"); or (2) send an email to blog@idq.com, with "10 to the 4th Power! Contest Entry" in the subject line. **There is a limit of one entry per person and per Foursquare/Twitter account or email address via any method of entry.** All Submissions must be posted on your Twitter account or received by 11:59 pm ET on October 10, 2010 (the "Submission Deadline"). As applicable, the Twitter time/date stamp or Sponsor's Promotion computer is the official clock for the Promotion. All Submissions must meet the standards set out in these Official Rules including, but not limited to, the Submission Requirements (specified below). If you enter the Contest via Foursquare, you further agree to abide by and be bound by the Foursquare LABS, Inc. privacy policy and terms of use, which can be found at <http://foursquare.com/legal/privacy> and <http://foursquare.com/legal/terms>, and the Twitter privacy policy and terms of use, which can be found at <http://twitter.com/privacy> and <http://twitter.com/tos>; if you do not agree to these privacy policies and terms of use, do not enter the Promotion.

SUBMISSION REQUIREMENTS:

1. Submissions must be the original creation of the submitting Participant. Each Submission must be created and entered on an individual basis only (i.e., no joint or corporate entries or entries on behalf of any Participant).
2. All Submissions must be an original unpublished work and cannot contain, incorporate or reference anything that is owned by any third party or entity or would require the consent of any third party or entity in any jurisdiction.

3. The Submission must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.

4. Participants grant Sponsor permission and agree to and understand that Submissions will be made available to the public, including but not limited to posting on Foursquare, Twitter and/or the Internet. Whether or not Submissions are published on Foursquare, Twitter or on the Internet, Sponsor does not guarantee any confidentiality with respect to any Submission.

5. By entering the Submission the participant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Submission and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Submission through any media available. In addition, Participant warrants that any so called "moral rights" in the Submission have been waived and Participant acknowledges and agrees that Sponsor may use any ideas from any Submission or other submitted materials, whether or not Participant has been awarded a prize in connection with any such Submission or other materials.

SUBMISSION CONTENT RESTRICTIONS: The Submission must not contain material that:

1. Violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
2. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
3. References persons or organizations without their written permission;
4. Disparages persons or organizations associated with Sponsor;
5. Includes threats to any person, place, business, or group;
6. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Any Submission that does not comply with the above restrictions or any other requirement herein is subject to disqualification and Sponsor reserves the right at its sole discretion to remove any Submission if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

Sponsor is not responsible for lost, late, incomplete, invalid, illegible or misdirected Submissions, which will be disqualified; for technical failures of any kind, including, but not limited to, electronic malfunctioning of any network, hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise; or any injury or damage to Participant's or any other person's computer related to or resulting from entering, participating in, or accessing or downloading information in connection with, this Promotion. Sponsor reserves the right at its sole discretion to modify, cancel or suspend this Promotion for any reason whatsoever including, but not limited to, a computer virus, bug, or other cause beyond the control of Sponsor. In case of dispute as to the owner of a Submission, the Submission will be deemed to have been submitted by the authorized Twitter account holder or the authorized email account holder, as applicable, from which the entry is made with the only exception being if a minor submits an entry in the name of his/her parent or legal guardian. The "authorized account holder" is the natural person assigned to the Twitter or email account. A selected Participant may be required to provide Sponsor with proof that he/she is the authorized account holder associated with the selected Submission. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds tampering with the operation or entry process of the Promotion, or acting in violation of these Official Rules or applicable law. Submissions delayed past the Submission Deadline of the Promotion Period will not be accepted and will be destroyed.

WINNER DRAWINGS AND PRIZES: All Submissions will be entered into a random drawing (“Drawing”), which will be held on October 11, 2010. Winners (each a “Winner”) will be selected from the Drawing from among all eligible entries received by Sponsor, whose decision will be final and binding in all respects. All Winners will be notified within three (3) days after the Drawing via Twitter by direct message or direct tweet, or via email. A total of 50 Winners will be selected and each awarded ten free mini Blizzard® treats (in the form of a \$30 DQ® gift card issued in local currency). Odds of winning a prize depend on the number of eligible entries received.

Canadian Residents: Before being declared a winner of any prize, Canadian residents must also correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered by the Sponsor or its designated agent either by phone, email, fax, or Twitter direct message (at Sponsor’s sole discretion) within the time specified by the Sponsor. In the event that the potential winner cannot successfully complete the skill-testing question within the time specified by the Sponsor, then this will result in the disqualification of the potential winner and an alternate winner will be selected.

Winners will also be announced on the DQ® blog website at <http://blog.dairyqueen.com/> after confirmation by Sponsor whose decision will be final.

The total ARV of all prizes available to be won in this Promotion is \$1,500USD.

GENERAL: The Promotion Entities reserve the right to terminate, cancel, suspend and/or modify the Promotion without liability and without prior notice if any factor interferes with its operation as contemplated by these Official Rules, including but not limited to any fraud, virus or other technical problem which corrupts the administration, security, or proper operation of the Promotion. CAUTION; ANY ATTEMPT BY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The use of automated or third party software or another web site not approved by Sponsor in order to register or enter this Promotion is prohibited. Sponsor reserves the right, in its sole discretion, to disqualify any Participant who is suspected of tampering with the Submission process.

Except in the cases of death or personal injury caused directly by the intentional misconduct or gross negligence of the Promotion Entities, the Promotion Entities shall have no liability and shall be released and held harmless by Participant(s) or his/her parent/legal guardian, as applicable, for any damage, loss or liability to person or property, including without limitation any claim for infringement of intellectual property rights, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize or participation in this Promotion. Participants assume all risk of loss, damage, destruction, delay or misdirection of mail or e-mail or any Submission submitted to Sponsor. All prizes are awarded upon the condition that the Promotion Entities shall have no liability whatsoever, subject to the limitations set forth herein, and shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of any prize, or participation in the Promotion and any Promotion related activities.

No cash or other substitution may be made, except by Sponsor, who reserves the right, in its sole discretion, to substitute a prize with another prize of greater or equal value in the event that a prize is unavailable or cannot otherwise be awarded as described.

Any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration (where legal). Claims, judgments and awards shall be limited to actual out-of-

pocket costs incurred, including costs associated with entering this Promotion, but in no event attorney's fees.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Promotion, shall 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 MN or any other jurisdiction). Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

DMCA: Sponsor complies with the provisions of the Digital Millennium Copyright Act (DMCA). In compliance with the DMCA, a Designated Agent has been established with proper documentation sent to the US Copyright Office.

If you have a concern regarding the use of copyrighted material on any web site, please contact the agent designated to respond to reports alleging copyright infringement.

The designated agent for Sponsor to receive notification of claimed infringement under Title II of the DMCA is: Elisa Edlund, C/O American Dairy Queen Corporation 7505 Metro Blvd, Minneapolis, MN 55439-0286

DMCA Claims:

The DMCA specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include the following:

- A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf;
- A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Official Rules and Winners List: For a copy of the Official Rules (which shall be available after October 4, 2010) or list of prize-winners, which shall be available after October 14, 2010, please send a separate, self-addressed stamped envelope (residents of Canada and VT need not include return postage) to: The DQ® 10 to the 4th Power! Contest, c/o American Dairy Queen Corporation, 7505 Metro Boulevard, Minneapolis, MN 55439.

Sponsor: American Dairy Queen Corporation (ADQ) 7505 Metro Boulevard, Minneapolis, MN 55439 U.S.A., and Dairy Queen Canada Inc., 905 Century Drive, Burlington, ON L7R 3Y3, CANADA