

## DQ® BLOCKBUSTER BLIZZARD® TREAT GIVEAWAY RULES

THE DQ® BLOCKBUSTER BLIZZARD® TREAT GIVEAWAY (THE “CONTEST”) WILL BE CONDUCTED IN CANADA (EXCLUDING QUÉBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

### 1. ELIGIBILITY.

1.1 To be eligible for this Contest, an individual must:

- (a) be a legal resident of Canada (excluding the province of Québec);
- (b) be of the age of majority in their province or territory of residence or older at the time of entry; and
- (c) have a valid Contest Account (as defined in Section 3.1(a) below).

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of Corus Sales Inc., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively the “Sponsors”);
- (b) Employees of Dairy Queen Canada Inc., its affiliates, subsidiaries, related companies, successors, assigns, and franchisees (collectively, “DQ®”);
- (c) Employees of Cineplex Entertainment LP, its parent, affiliates, subsidiaries, related companies, successors and assigns (“Cineplex” or “Prize Provider”);
- (d) Employees of Sparx Technology and its affiliates, subsidiaries, related companies, successors and assigns, advertising and promotional agencies;
- (e) Any person who has been confirmed as a winner of two (2) Sponsors administered contests within six (6) months preceding the Contest start date indicated below; and
- (f) The household members of any of the parties listed in Section (a) to (e) above.

1.3 The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply information that does not meet these requirements.

2. **CONTEST PERIOD.** The Contest begins at 12:01 a.m. Eastern Time (“ET”) on May 19, 2023 and ends at 11:59 p.m. ET on July 13, 2023 (the “Contest Period”) after which time the Contest will be closed and

no further entries shall be accepted. Sponsors' computer is the official timekeeper for all deadlines.

### 3. HOW TO ENTER.

3.1 There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means.

- (a) To enter visit [dqblockbusterblizzardgiveaway.ca](http://dqblockbusterblizzardgiveaway.ca) (the "**Contest Microsite**") and create an account ("**Contest Account**"). Creation of a Contest Account constitutes acceptance of these Contest Rules and entry in this Contest.
- (b) For a chance to win one (1) of three (3) Daily Prizes (as defined in Section 4.1 below) entrants will be required to log into your Contest Account every day and answer the daily question (the "**Question**"). You will receive one (1) entry into the applicable Daily Prize draw for each day that entrants answer a Question.
  - i. If a Question is answered correctly, entrants shall receive ten (10) points towards the Grand Prize (as defined in Section 4.2 below) leaderboard;
  - ii. If a Question is answered incorrectly, entrants shall receive three (3) points towards the Grand Prize leaderboard; and
  - iii. To receive one (1) additional entry into the applicable Daily Prize draw, entrants may download the DQ® app. Email address of participants who opt for this incremental entry will be shared with a third party agent for verification of the app download. The third party agent has contracted to use all email addresses for only the purpose of app download verification.
- (c) To accumulate additional points for a chance to win a Grand Prize, log into your Contest Account and earn points by answering survey questions or as further outlined on the Contest Microsite.

3.2 Entrants are only eligible to win one (1) Daily Prize during the Contest Period. Grand Prize Winners (as defined in Section 4.2 below) shall be selected based upon the number of total points accumulated throughout the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

3.3 All entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.

3.4 There is a limit of one Contest Account per entrant. Normal time, toll, connection and usage rates, if any, charged by your internet service provider will apply. Entries received shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsors with proof that they are the authorized account holder of the e-mail address associated with their entry.

#### 4. PRIZES.

- 4.1 **Daily Prizes.** There are one hundred sixty-eight (168) daily prizes (each a “**Daily Prize**”, collectively the “**Daily Prizes**”) available to be won by the Daily Prize winners (each a “**Daily Prize Winner**”, collectively the “**Daily Prize Winners**”) which shall each consist of one (1), twenty Canadian dollar (CDN \$20.00) DQ® gift card and two (2), admit one (1) adult Cineplex movie passes (each a “**Pass**”, collectively the “**Passes**”). Each Daily Prize has an approximate retail value of forty-six Canadian dollars (CDN \$46.00). The Daily Prize Winners are chosen by a random draw from all entrants who created a Contest Account or play the daily game on the applicable day.
- 4.2 **Grand Prizes.** There are fifty (50) grand prizes (each a “**Grand Prize**”, collectively the “**Grand Prizes**”) available to be won by the Grand Prize winners (each “**Grand Prize Winner**”, collectively “**Grand Prize Winners**”) which shall be awarded as follows:
- (a) One (1) Cineplex ‘Free Movies for a Year’ *Premiere* card (the “**Premiere Card**”), valued at three thousand six hundred fifty Canadian dollars (CDN \$3,650.00) and one (1) five hundred Canadian dollar (CDN \$500.00) DQ® gift card to the entrant with the most accumulated points during the Contest Period.
  - (b) One (1) twenty Canadian dollar (CDN \$20.00) DQ® gift card and one (1) twenty Canadian dollar (CDN \$20.00) Cineplex gift card to the entrants who place second through tenth for the most accumulated points during the Contest Period; and
  - (c) One (1) ten Canadian dollar (CDN \$10.00) DQ® gift card and one (1) ten Canadian dollar (CDN \$10.00) Cineplex gift card to the entrants who place eleventh through fiftieth for the most accumulated points during the Contest Period.
- 4.3 Grand Prize and Daily Prize are hereafter collectively referred to as “**Prize**” or “**Prizes**”. Grand Prize Winner and Daily Prize Winner and are hereafter collectively referred to as a “**Winner**” or “**Winners**”.
- 4.4 In the case of gift cards or gift certificates, the terms by which the gift cards or gift certificates may be redeemed are governed by the applicable retailer or service provider. Sponsors are not responsible for administering or ensuring compliance with the terms and conditions of the gift cards or gift certificates.
- 4.5 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- 4.6 Prizes will be distributed within three (3) business days after each Winner has been successfully contacted and notified of their Prize and fulfilled the requirements set out herein, except for the Premiere Card which will be mailed directly by Cineplex to the Winner within approximately eight (8) to ten (10) weeks after the name and address information has been provided to Cineplex by Sponsors.

#### 5. PRIZE CONDITIONS.

- 5.1 The Passes must be redeemed online at Cineplex.com or on the Cineplex mobile app. An applicable surcharge will apply if a Pass is redeemed for any Digital 3D presentation, or any 2D or Digital 3D presentation in IMAX®, UltraAVX®, D-BOX, 4DX, VIP Room admission

(subject to age restrictions) or a *Reserved* seating performance. Not valid for non-feature film screenings, or *Cineplex Events*. TICKETS ARE NON-REFUNDABLE.

5.2 The Premiere Card Winner will receive a personalized card with the Premiere Card Winner's name that is redeemable for one (1) year from date of issue, for admission to movies at Cineplex theatres in Canada. Photo identification must be presented with the Premiere Card at the box office to obtain admission tickets. The Premiere Card cannot be used to purchase tickets online or through the Cineplex mobile app and cannot be used at theatres managed by Cineplex on behalf of a third-party exhibitor, including but not limited to Alliance Cinemas. The Premiere Card may not be used by anyone other than the named cardholder. The named cardholder must be in attendance at the theatre to obtain and use the admission tickets. Improper use of the card (including selling the admission tickets) may result in the card's cancellation at Cineplex's sole discretion. Maximum of one (1) admission ticket each day. Accepted for same-day performances only. The Premiere Card Winner may also use the card for admission to select 2D or 3D presentations in IMAX®, UltraAVX®, VIP (age restricted), D-BOX, 4DX or Screen X. However, these presentations require the payment of an applicable surcharge (based on location and presentation) that can range between two Canadian dollars (CDN\$2.00) and twelve Canadian dollars (CDN\$12.00) per admission ticket. This Premiere Card cannot be used at drive-in theatres owned or operated by Cineplex® or for *Event Cinema* or non-feature film presentations, including but not limited to, opera, theatre, concerts and sporting or eSports events. Scene+™ points are not issued with the use of the Premiere Card.

5.3 Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsors shall have no obligation to provide either an alternative or value-in-kind. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5.4 Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

## 6. WINNER SELECTION.

### 6.1 Daily Prize Selection.

- (a) Beginning May 26, 2023 through to July 14, 2023, on each Friday (each a "**Draw Date**") in the Greater Toronto Area, three (3) entrants will be selected by a random draw from all eligible entries received during each twenty-four (24) hour period beginning at 12:01 a.m. ET and ending at 12:00 a.m. ET. To clarify, there will be twenty-one (21) randomly selected entrants on each Draw Date. Each entrant shall be eligible to win only one (1) Daily Prize during the Contest Period. Before being declared a Daily Prize Winner, each selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail and to comply with the Contest Rules and sign and return the Release (described in Section 7 below).
- (b) EACH SELECTED POTENTIAL DAILY PRIZE WINNER WILL BE NOTIFIED BY E-MAIL NO LATER THAN THE MONDAY FOLLOWING THE APPLICABLE DRAW DATE AT 5:00 P.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must

respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, they will be disqualified and will not receive a Daily Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

## 6.2 Grand Prize Selection.

- (a) On or about July 14, 2023 in the Greater Toronto Area, fifty (50) Grand Prize Winners shall be selected based on the total points accumulated by all entrants throughout the Contest Period as further described in Section 4.2. Each entrant shall be eligible to win only one (1) Grand Prize. The odds of being selected as a potential Grand Prize Winner is dependent upon the number of points each entrant accumulates during the Contest Period. Before being declared a Grand Prize Winner, each selected entrant shall be required to comply with the Contest Rules and sign and return the Release.
- (b) EACH SELECTED POTENTIAL GRAND PRIZE WINNER WILL BE NOTIFIED BY E-MAIL NO LATER THAN JULY 19, 2023 AT 5:00 P.M. ET AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, they will be disqualified and will not receive a Grand Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

6.3 If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

7. **RELEASE.** Potential Winners will be required to execute a legal agreement and release (“**Release**”) that confirms potential Winners’: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors, DQ and Prize Provider, and each of their respective employees, directors, officers, franchisees, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, exhibit, distribute, adapt and otherwise use or re-use the Winners' name, statements, image, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within three (3) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize

forfeited.

- 8. INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases, indemnifies and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify the Releasees from any and all claims made by third parties relating to the entrant's participation in the Contest, without limitation.
- 9. LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Microsite.
- 10. CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at the Contest Microsite throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Microsite or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsors property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsors or any other person. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST MICROSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.**
- 11. PRIVACY / USE OF PERSONAL INFORMATION.**

  - 11.1 By participating in the Contest, each entrant: (i) grants to the Sponsors, DQ and Prize Provider the right to use their name, province, age of majority confirmation, telephone number and e-mail address (collectively the "**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and coordinating the provision of the Prizes; (ii) grants to the Sponsors the right to use their Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose their Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.

11.2 Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with Sponsor's Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

- 12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations is owned by the Sponsors, DQ and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 13. TERMINATION.** The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 14. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall 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 or provisions that would cause the application of any other jurisdiction's laws. Except where prohibited, entrants agree that all claims, judgments, and awards are limited to actual out-of-pocket costs incurred (but not attorneys' fees), and under no circumstances will entrants be permitted to obtain awards for, and entrants waive 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.
- 15. DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
- 16. SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to Sponsors.
- 17.** This Contest is not sponsored by or affiliated with Cineplex.