

DICKEY'S BARBECUE RESTAURANTS, INC.
2025 12 DAYS OF PITMAS SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN

These terms and conditions are for the purpose of Dickey's Barbecue Restaurants, Inc. ("Dickey's") 2025 12 DAYS OF PITMAS SWEEPSTAKES (the "Sweepstakes"). Upon the Entrant's entry of the Sweepstakes (the "Entry"), these Official Rules shall be effectively accepted by the Entrant.

1. **Eligibility**: Dickey's sponsorship of the Sweepstakes is open to all natural persons who are legal residents of the 50 United States, the District of Columbia, Puerto Rico, the US Virgin Islands, and all other United States' territories and possessions (the "United States") who are at least eighteen (18) years or older at time of entry. The Sweepstakes is void outside the United States. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Employees of Dickey's and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, their immediate family members, and/or those living in the same household of each are not eligible to participate in the Sweepstakes. By entering this Sweepstakes, each entrant (hereafter referred to as "You", "Your", or "Entrant") agrees to release and hold harmless Dickey's and any Dickey's subsidiary, parent, or affiliate from any injury, loss, damage, death, action, claim, demand or other liability that may occur from Entrant's participation in this Sweepstakes or from the acceptance, use, or misuse of any Prize or Grand Prize awarded, or attendance at any event.

2. **Agreement to Rules**: By participating, Entrant agrees to be fully and unconditionally bound by these Official Rules and represents and warrants that Entrant meets the eligibility requirements set forth herein. In addition, Entrant agrees to accept the decision(s) of Dickey's as final and binding as it relates to the Sweepstakes.

3. **Sweepstakes Period**: The Sweepstakes Period begins on or about December 13, 2025 at 12:01 a.m. Central Standard Time ("CST") and ends on or about December 24, 2025 at 11:59 p.m. CST (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified.

4. **How to Enter**: For one (1) valid Entry on Instagram, during the Sweepstakes Period, Entrant must: (i) follow Dickey's Instagram profile @dickeysbarbecuepit; (ii) like the Dickey's Sweepstakes social post on Instagram; and (iii) tag a friend on the Dickey's Sweepstakes social post on Instagram. Entrant must be the owner of the email account associated with the Instagram account from which the Entry is made.

For one (1) valid Entry on Facebook, during the Sweepstakes Period, Entrant must: (i) follow Dickey's Facebook profile @dickeysbarbecuepit; (ii) like the Dickey's Sweepstakes social post on Facebook; and (iii) tag a friend on the Dickey's Sweepstakes social post on Facebook. Entrant must be the owner of the email account associated with the Facebook account from which the Entry is made.

Each friend Entrant tags on the Dickey's Sweepstakes social posts on Instagram or Facebook counts as an additional Entry. Entrant may earn a bonus Entry once per day by sharing the Dickey's Sweepstakes social posts and tagging Dickey's Instagram or Facebook profile. Entrant may earn a double bonus Entry once per day by posting a screenshot of Entrant's Dickey's online order placed at www.dickeys.com or the Dickey's app on Entrant's social media account and tagging Dickey's Instagram or Facebook profile.

Entrant may enter the Sweepstakes as many times as Entrant chooses during the Sweepstakes Period. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. Entrant may not enter more times than indicated by using multiple

email addresses, accounts, identities, or devices in an attempt to circumvent the rules. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, or any other platform.

5. **Prizes:** Daily Winners of the Sweepstakes will receive one (1) Dickey's affiliated item (each a "Prize"), which can include but is not limited to a Dickey's gift card, Big Yellow Box, Dickey's Swag Bag, and BBQ for Two. Approximate retail value of each Prize is between Twenty-Five Dollars to Six Hundred Dollars (\$25.00 to \$600.00).

Twelve (12) Grand Prize Winners will receive one (1) Pitmaster Package, which includes but is not limited to Dickey's Barbecue for a Year which equals to 1 free Pulled Pork Sandwich per week for 52 weeks for twelve (12) people (the "Grand Prize"). Approximate retail value of the Grand Prize is Two Hundred Dollars (\$200.00).

Each Prize or the Grand Prize consists of only those items specifically listed as part of the prize. Any difference between stated approximate retail value and actual value of the Prize or the Grand Prize will not be awarded. Winner is solely responsible for any federal, state, and local taxes associated with acceptance and use of the Prize or the Grand Prize. No substitution or transfer of the Prize or the Grand Prize is permitted by Winner. Dickey's reserves the right to substitute a prize of equal or greater value.

Acceptance of the Prize or the Grand Prize constitutes permission for Dickey's to use Winners' name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law. Dickey's will not be responsible for any loss, liability or damage arising out of the Winner's acceptance, use or misuse or failure to use the Prize or the Grand Prize, or element thereof. Returned, undelivered, unclaimed, or unawarded prizes, or any element thereof will not be rewarded. Dickey's shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the other promotion partners against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding any prize to any winner.

6. **Winner selection and notification:** On or about December 26 and 27, 2025, the Sweepstakes entries will be randomized and Dickey's will select seventy-one (71) potential winners in a random drawing from all eligible entries received during the Sweepstakes Period (each a "Winner" and collectively, the "Winners"). Odds of winning depend on the number of entries received. The Winner will be notified via direct messaging through either Dickey's Instagram or Facebook profile. Dickey's shall have no liability for the Winner's failure to receive notices due to Winner's spam or other security filters and/or settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If the selected Winner cannot be contacted, is ineligible, or fails to claim the prize within 48 hours after Dickey's first attempt to contact the Winner, the Prize or the Grand Prize may be forfeited, and an alternate Winner may be selected. The Prize will be sent to Winner by US mail within fourteen (14) days after Winner has been notified and accepted the Prize, if applicable. If the Prize is returned as undeliverable, then the Prize may be forfeited, and an alternate Winner may be selected. The receipt by Winner of the Prize or the Grand Prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT DICKEY'S SOLE DISCRETION) WILL RESULT IN THE WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Rights Granted by Entrant:** Upon submitting the Entry, the Entrant warrants and represents to Dickey's that the Entrant has the right to enter into this Agreement and grant the rights granted in it. By entering this Sweepstakes, Entrant understands that Dickey's Barbecue Restaurants, Inc., anyone acting on behalf of Dickey's, or its respective licensees, successors, and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, including, without limitation, the Winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. All federal and state laws apply.

8. **Terms:** Dickey's reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should (in Dickey's sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond Dickey's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Dickey's may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Dickey's. Dickey's reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes or website or violates these Official Rules. Dickey's has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, and to void entries for any reason. Any attempt by an Entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Dickey's reserves the right to seek damages from any such person to the fullest extent permitted by law.

9. **Limitation of Liability:** By entering the Sweepstakes, Entrant agrees to release and hold harmless Dickey's and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such Entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the Entry process or the promotion; and (v) electronic or human error which may occur in the administration of the promotion or the processing of entries.

10. Governing Law: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.

11. ARBITRATION: BY ENTERING THE SWEEPSTAKES, ENTRANTS AND POTENTIAL WINNERS AGREE THAT EXCLUSIVE JURISDICTION FOR ANY AND ALL DISPUTES OF WHATSOEVER KIND OR NATURE ARISING OUT OF OR RELATED IN ANY WAY TO THE SWEEPSTAKES, ALL PARTICIPATION THEREIN AND/OR THESE RULES, SHALL BE SUBMITTED TO BINDING FOR BINDING ARBITRATION IN PLANO, TEXAS, BEFORE ONE NEUTRAL ARBITRATOR TO BE MUTUALLY AGREED UPON BY BOTH PARTIES. THE PARTIES AGREE TO SHARE EQUALLY IN THE ARBITRATION COSTS INCURRED. TO THE EXTENT PERMITTED BY LAW, THE RIGHTS TO LITIGATE, SEEK INJUNCTIVE RELIEF, OR MAKE ANY OTHER RECOURSE TO JUDICIAL PROCEEDINGS IN CASE OF DISPUTES OR CLAIMS RESULTING FROM OR IN CONNECTION WITH THIS SWEEPSTAKES ARE HEREBY EXCLUDED, AND ALL ENTRANTS EXPRESSLY WAIVE ANY AND ALL SUCH RIGHTS.

12. **Notices and Contact Information:** All notices under this Agreement shall be in writing and shall be deemed given (i) upon delivery if by hand delivery, (ii) upon delivery if made by electronic means, (iii) on the next business day if by reputable overnight courier, or (iv) upon the second business day following deposit into the United States Certified Mail system and properly addressed as follows:

Dickey's Barbecue Restaurants, Inc.
Attn: Digital Marketing Manager
4514 Cole Avenue, Suite 1015
Dallas, TX 75205
Telephone: 927-248-9899

Email: socialmedia@dickeys.com

Other communications should also be addressed to the individual referenced above.