**SMOOTHIE KING MAY 24 MARATHON OF GIVEAWAYS OFFICIAL RULES**
NO PURCHASE NECESSARY TO ENTER OR WIN.

**SPONSOR.** The Smoothie King May 24 Marathon of Giveaways ("Sweepstakes") is sponsored by Smoothie King Franchises Inc., 9797 Rombauer Road, Suite 150, Coppell, TX 75019 ("Sponsor").

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor's decisions which are final and binding in all matters related to the Sweepstakes. Winning the prizes (described below) is contingent upon fulfilling all requirements set forth herein.

**SWEEPSTAKES PERIOD.** The Sweepstakes begins on May 24, 2025 at 12:00 am CDT or as of the time of posting of the Sweepstakes Post ("Sweepstakes Starting Date") and ends on the later of (a) May 24, 2025 at 11:59 p.m. CDT or (b) twenty-four hours after the posting of the Sweepstakes Post (the "Sweepstakes Closing Date").

**ELIGIBILITY.** Sweepstakes is open to legal residents of the 50 United States and the District of Columbia who are (a) Healthy Rewards Loyalty Program Members and (b) eighteen (18) years of age or older, except employees of Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or Sweepstakes and/or their respective agents, affiliates, subsidiaries, and members of their immediate families or persons residing at the same address. Membership in the Healthy Rewards Loyalty Program is free. To join, visit: https://www.smoothieking.com/healthy-rewards.

To enter, follow @SmoothieKing on Instagram, and comment on the Sweepstakes post ("Sweepstakes Post") and tag a friend. Entrant's Instagram settings must be public. Entries uploaded from "private" Instagram accounts will not be eligible. Entrants must follow and continue to follow @smoothieking through at least June 30, 2025 in order to be notified in the event he/she is a potential winner.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy which can be found here: http://www.smoothieking.com/privacy-legal.

Only entries submitted via the method above are eligible. Entries submitted via any other method, will NOT be accepted. Entries must be received no later than the close of the Sweepstakes Period. Entries (i) must be the original and sole creation of the submitting entrant, and all right, title and interest including but not limited to, the copyright in any entry, must be owned solely by the submitting entrant; (ii) may not have been submitted in any other competition and may not have been published; (iii) may not infringe upon any third party's rights, including but not limited to, copyright, patent or trademark, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light; (iv) may not violate any law, rule or regulation; (v) may not contain any virus, bugs, or other deleterious material; and (vi) may not contain inappropriate content, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, or group. Each entrant warrants and represents that his/her entry complies with all of those conditions. Any non-complying entry will subject the entrant to disqualification in Sponsor's sole discretion. By submitting an entry, entrant grants Sponsor a worldwide, royalty free license in any and all media, now know or hereafter created, to copy, prepare derivative works, and distribute the entrant's entry materials. Entrants hereby

waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her entry. Sponsor reserves the right to alter, change or modify the entrant's entry, in its sole discretion.

**PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS**: There is one (1) Grand Prize. Grand Prize winner will receive a set of Shokz Earbuds (Approximately Retail Value (ARV) - $179.95) and a $100 Smoothie King gift card. The ARV of Grand Prize: $279.95. Odds of winning will depend upon the total number of eligible entries received.

Prize is not assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Gift cards are subject to issuer's terms and conditions. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. Winner is responsible for all federal, state, local and income taxes associated with winning prize.

**WINNER SELECTION** The winner will be selected in a random drawing on or about May 25, 2025 from among all eligible entries received during the Sweepstakes Period by the Sponsor whose decisions are final. Winner will be notified by Sponsor via Instagram direct message within 3 days after the close of the Sweepstakes Period and will be asked to provide his/her full name, shipping address, phone number and email address. If potential winner fails to respond to Sponsor's notification within 3 days, the respective prize winner will be disqualified and Sponsor will select an alternative winner through a random drawing of all remaining eligible entries. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission

**PRIZE CONDITIONS: RELEASE:** Entrants agree to be bound by Official Rules. Entrants further release Sponsor, Meta Platforms, Inc., their affiliated and related companies, advertising and promotional agencies and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any liability in connection with a prize or the Sweepstakes. Entrants understand that Sponsor is not liable for injuries, losses or damages of any kind arising from participation in this Sweepstakes and acceptance, possession and use of prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes. Decisions of Sponsor are final and binding in all respects.

**DISPUTE RESOLUTION**. Except where prohibited, by participating Sweepstakes entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Texas without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of Texas and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards

shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**OTHER**. Sponsor assumes no responsibility for entries it is unable to process due to network, hardware or other technical failures, or any other reason, or incomplete, damaged, misdirected, illegible, stolen or lost entries. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise, in violation of the rules. CAUTION: Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent permitted by law.

Sponsor reserves the right to disqualify any non-conforming entries. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this promotion if not capable of completion as planned, including infection by computer virus, technical corruption, non-authorized human intervention or force majeure. In the event of cancellation, Sponsor reserves the right to select winners from among all eligible entries received prior to date of cancellation. The use of automated entry systems or any other conduct that impedes the integrity of the Sweepstakes is prohibited. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of an established e-mail account associated with the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address.

**WINNER LIST: For a written confirmation of the winner (available after May 31, 2025), send a stamped, self-addressed envelope (no later than July 30, 2025), to:** Smoothie Keg Giveaway Winners List, Smoothie King Franchises, Inc., 9797 Rombauer Road, Suite 150 Dallas, TX 75019.

***Abbreviated Rules for Advertising***

- NO PURCHASE NECESSARY. Open to Smoothie King Healthy Rewards members who are legal residents of the 50 U.S. and D.C., 18 years of age or older. Void where prohibited. Sweepstakes entries available for twenty-four hours after Sweepstakes Post is posted on 5/24/25. Odds depend on number of entries received. Sponsored by Smoothie King Franchises Inc., 9797 Rombauer Road, Suite 150, Coppell, TX 75019. See https://bit.ly/May24MOG for complete Official Rules.