

TERMS AND CONDITIONS

TROPICAL SMOOTHIE CAFE “LITTLE WORDS PROJECT BRACELET” GIVEAWAY

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE. INTERNET ACCESS REQUIRED. VOID WHERE PROHIBITED. THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM®. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO TROPICAL SMOOTHIE CAFÉ, LLC AND NOT INSTAGRAM. THE INFORMATION YOU PROVIDE WILL ONLY BE USED FOR THE PURPOSES SET FORTH IN THESE TERMS AND CONDITIONS.

ELIGIBILITY: The Tropical Smoothie Cafe® “Little Words Project Bracelet” Giveaway (the “Giveaway”) is open only to legal residents of the United States (excluding Delaware) who are at least 18 years or older as of the first day of the Giveaway (February 12, 2024) (and have the permission of their parent/legal guardian where required/applicable). Void where prohibited or otherwise restricted by law. Tropical Smoothie Café, LLC (the “Sponsor”), its affiliates and their respective employees, contractors, directors and officers; the officers, directors, shareholders, members, employees and agents of their respective, franchisees, suppliers, distributors, advertising and promotional agencies, as applicable; and the 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) of these entities, and all others associated with the development, promotion, evolvement and execution of this Giveaway (the “Giveaway Entities”), are not eligible to participate in this Giveaway. Participation in the Giveaway constitutes each entrant’s or their parent’s/legal guardian’s, as applicable, full and unconditional agreement to and acceptance of these Terms and Conditions, including, but not limited to, entrant’s consent to receive Instagram direct messages from Sponsor in connection with the Giveaway. Each Giveaway entrant is referred to herein as a “Participant.”

HOW TO ENTER GIVEAWAY: To enter the Giveaway, Participants must between 9:00am ET on February 12, 2024, and 12:00 pm ET on February 16, 2024 (the “Submission Period”): (1) follow Sponsor on Sponsor’s official Instagram (@tropicalsmoothiecafe); (2) “like” Sponsor’s Instagram post regarding the Giveaway; (3) tag a friend in the comments of Sponsor’s Instagram post regarding

the Giveaway (limit one tag per comment, each comment with a tag counts as one “Submission”). All Submissions must be posted by 12:00 pm ET on February 16, 2024 (the “Submission Deadline”). Sponsor’s Giveaway computer is the official clock for the Giveaway. All Submissions must meet the standards set out in these Terms and Conditions including, but not limited to, the following Submission Requirements:

- 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 person other than the Participant).
- Each Submission must include at least one tag of another individual (i.e. tagging corporate entities or other businesses does not qualify.)
- Submissions must not contain 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;
 - Disparages persons or organizations associated with Sponsor;
 - Includes threats to any person, place, business, or group; or
 - 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 requirements 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 Giveaway. Sponsor reserves the right at its sole discretion to modify, cancel or suspend this Giveaway 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 account holder of the Instagram account from which the entry is made with the only exception being if a minor submits an entry in the name of their parent or legal guardian. A selected Participant may be

required to provide Sponsor with proof that they are the authorized account holder of the Instagram account 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 Giveaway, or acting in violation of these Terms and Conditions or applicable law. Submissions delayed past the Submission Deadline of the Giveaway Period will not be accepted.

GIVEAWAY PRIZE WINNERS SELECTION: Up to fifty (50) Giveaway Winners will be selected by Sponsor at random, using wask.co or a similar online generator.

The Giveaway Prize Winners will be announced on the official Tropical Smoothie Cafe Instagram handle (@tropicalsmoothiecafe) immediately following confirmation and each Winner will be awarded two (2) Little Words Project bracelets or another prize of greater or equal value in the event the bracelets are unavailable or cannot otherwise be awarded as described (“Prize”). Winners will be contacted by Sponsor via direct message on Instagram and Winners will be required to verify to Sponsor, via direct message on Instagram their mailing address for purposes of receiving their Prize. The maximum total approximate retail value (“ARV”) of all awarded Prizes is \$3,500.00.

In the event of the disqualification of any Giveaway Winner, Sponsor may select an alternate winner.

GENERAL: Sponsor reserves the right to terminate, cancel, suspend and/or modify the Giveaway without liability and without prior notice if any factor interferes with its operation as contemplated by these Terms and Conditions, including but not limited to any fraud, virus or other technical problem which corrupts the administration, security, or proper operation of the Giveaway. Only one Prize may be collected per household (same family name, same address). ANY ATTEMPT BY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY 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 Giveaway, and is prohibited. Any questionable activity related to a Submission will result in disqualification or similar action. Sponsor reserves the right, in its sole discretion, to

disqualify any Participant who is suspected of tampering with the Submission or winner selection process.

By participating in the Giveaway, Participants (1) represent and warrant they meet the eligibility requirements, and (2) agree to and understand that their Submissions will be made available to the public, including but not limited to posting on the Internet (whether or not Submissions are published on the Internet, Sponsor does not guarantee any confidentiality with respect to any Submission).

In addition, by uploading their 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 for the purpose of administering and conducting the Giveaway. 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.

Except in the case of death or personal injury caused directly by the intentional misconduct or gross negligence of Sponsor, Sponsor shall have no liability and shall be released and held harmless by Participants or their 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 Giveaway. 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 Sponsor 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 Giveaway and any Giveaway related activities and further acknowledge that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

Additionally, Instagram shall have no liability and shall be released and held harmless by Participants 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 Giveaway. All Prizes are awarded upon the condition that Instagram 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 Giveaway and any Giveaway related activities and further acknowledge that Instagram has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

All personal information that Participants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Terms and Conditions, the privacy policy will govern and control. For a copy of Sponsor's full on-line privacy policy please visit www.tropicalsmoothiecafe.com/privacy/.

Any and all disputes, claims and causes of action arising out of or connected with this Giveaway, 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, if any, including costs associated with entering this Giveaway, but in no event attorney's fees.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction). Should any provision of these Terms and Conditions be deemed unenforceable or invalid, the other provisions of these Terms and Conditions shall remain in full force and effect.

Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

OFFICIAL TERMS AND CONDITIONS AND WINNERS LIST: For a copy of the Official Terms and Conditions (which shall be available after February 9, 2024 or list of Prize-winners, which shall be available after 12:00 pm ET February 16, 2024 please send a separate, self-addressed envelope to: Tropical Smoothie Café, LLC, 1117 Perimeter Center West, Ste. W200, Atlanta, GA 30338, Attention: Marketing Department (Little Words Project Bracelet Giveaway) 30338.

SPONSOR: Tropical Smoothie Café, LLC, 1117 Perimeter Center West, Ste. W200, Atlanta, GA 30338