

OFFICIAL RULES
SMOOTHIE FACTORY \$25.00 GIFT CARD GIVEAWAY SWEEPSTAKES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING.

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND/OR NOT LOCATED IN THE UNITED STATES AT TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **THE SWEEPSTAKES:** The SMOOTHIE FACTORY \$25.00 GIFT CARD GIVEAWAY Sweepstakes (“**Sweepstakes**”) is subject to these Official Rules and to all applicable federal, state, and local laws. Void in Puerto Rico, United States possessions and territories, all jurisdictions not listed above, and where prohibited or restricted by law.
2. **SPONSOR:** This Sweepstakes is sponsored by Smoothie Holdings FC, LLC, 14860 Montfort Drive, Suite 150 PMB34, Dallas, TX 75254 (“**Sponsor**”) and is in no way sponsored, endorsed, affiliated with, or administered by Instagram or Meta, Inc.
3. **ELIGIBILITY:** This Sweepstakes is open to legal residents of the United States and the District of Columbia who are 18 years of age or older as of the time of entry and have a Facebook account. Employees of Sponsor, and its respective affiliates, parent companies, and subsidiaries, as well as prize providers and advertising and promotion agencies (collectively, the “**Sweepstakes Entities**”), together with the immediate families (spouses, parents, siblings, and children) and those persons living in the same household as such employees (whether or not related), are not eligible to enter or win.

If you do not have a Facebook account, go to <https://www.facebook.com> or download the free Facebook mobile application and follow the instructions to create a Facebook account. Creating a Facebook account is free, but you must agree to the Facebook Terms of Service, including privacy and data gathering practices, in order to create a Facebook account and use its service. This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook.

4. **PROMOTION PERIOD:** The Sweepstakes will begin on 3:00 pm Central Time (“**CT**”) on Friday May 16, 2025, and end at 11:59 pm CT on Friday, May 30, 2025 (“**Promotion Period**”). Sponsor’s (or Sponsor’s designated representative’s) computer is the official timekeeper for the Sweepstakes. There is only one (1) Promotion Period.
5. **HOW TO ENTER:** During the Promotion Period, to enter visit <https://www.facebook.com/profile.php?id=100093422567442> and enter by liking the Entry Post and submitting a comment in the Entry Post’s comment section per the Entry Post instructions (“**Entry Content**”). You must follow <https://www.facebook.com/profile.php?id=100093422567442> throughout the Promotion Period and for at least seven (7) days thereafter (for potential notification purposes) to participate in the Promotion and be eligible to win. You may unfollow <https://www.facebook.com/profile.php?id=100093422567442> after the 7-day notification period. **Limit one (1) prize per household for the entire Promotion.** Entries become the property of Sponsor and will not be returned to entrant. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. Use of multiple Facebook accounts to enter will result in disqualification.

You must post only the required Entry Content specified above for each specific method of entry. Do not add additional content. Adding any content to your reply other than the required Entry Content will result in disqualification of the applicable post.

Entrants may be given the opportunity to opt-in to receive commercial emails and/or text messages from Sweepstakes Entities during the entry process but are not required to do so. Opting in to receive promotional communications will not increase an entrant’s chance of winning.

6. **LIMIT ONE (1) ENTRY PER PERSON:** There is only one (1) Promotion Period. Non-winning entries do not carry over. Entries become the property of Sponsor and will not be returned to entrant. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. Use of multiple email accounts/social media platform accounts to enter will result in disqualification. All entries must be received and

recorded during the Promotion Period to be eligible for the drawing. Proof of entry submission is not proof of receipt by Sponsor.

7. **IDENTITY DISPUTES:** In the event of a dispute over the identity of an entrant, the authorized accountholder of the email address used in the Sweepstakes entry, or otherwise provided by potential winner to Sponsor, will be deemed to be the entrant. The authorized accountholder of an email address shall mean the natural person assigned to such account by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with such account. The potential winner may be required to provide identification sufficient to show that s/he is the authorized account holder of such email address.

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled, or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction, or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation, or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet in general; or (e) any injury or damage to participant's or to any other person's computer which may be related to or result from any attempt to participate in the Promotion.

By entering, you give Sponsor permission to publish your entry, including your name and/or Facebook username.

8. **PRIZE:** There are four (4) individual prizes each consisting of one (1) \$25.00 SMOOTHIE FACTORY gift card, which may be redeemed at any participating SMOOTHIE FACTORY or SMOOTHIE FACTORY + KITCHEN location. Certain terms and conditions apply for gift card use. See gift card for details. The approximate retail value ("**ARV**") for all prizes in the Sweepstakes is \$100.00. Prize(s) will be shipped to the winner(s) at Sponsor's expense, if applicable, to the address provided by winner(s). Prizes are considered compensation to the winners. All applicable taxes associated with and applicable to receipt or use of the prize (if any) are the sole responsibility of winner and winner may be issued an IRS Form 1099 for any prize valued at \$600 or more, or for all prizes won from Sponsor in any calendar year where the aggregate value of all such prizes is \$600 or more.

Please note that there is no cash award associated with any prize. Prizes are non-transferable; no substitutions or exchanges by winner permitted. Sponsor reserves the right, in its sole discretion, to substitute one or more elements of a prize for a prize of equal or greater value. Prize may not be redeemed for cash value.

9. **ODDS:** Odds of winning depend on the number of eligible entries received during the Promotion Period. There is only one (1) Promotion Period.
10. **WINNER SELECTION AND NOTIFICATION:** On or about June 6, 2025, Sponsor or Sponsor's representative will select four (4) winners by random drawing from among all eligible entries received during the Promotion Period. Sponsor will notify the winners via telephone or email at Sponsor's sole discretion. Notification is deemed to have occurred immediately at the time Sponsor calls or transmits an email. Sponsor will only be required to attempt to leave one voicemail message or send one email. Sponsor reserves the right, but not the obligation, to attempt to contact any winner(s) more than once, in its sole and absolute discretion, and will not be required to attempt to contact winner(s) an equal number of times or in the same manner. Sponsor is not responsible for any change of email address and/or telephone number of any entrant(s) and/or winner(s).

If a potential winner (a) cannot be contacted or does not respond to a notification attempt within three days of notification, or a prize notification is returned as undeliverable; (b) does not timely return the Required Documents (as defined in Section 11 below); or (c) is found to be ineligible or not in compliance with these Official Rules, that potential winner will be disqualified, the prize will be forfeited, and an alternate potential winner will be selected by random drawing from among the remaining eligible entries for the corresponding Prize Pool, subject to the above requirements. For each potential winner, if Sponsor is unable to successfully identify a qualified potential winner after Sponsor has attempted to notify five (5) potential winners, Sponsor may elect not to award the corresponding prize.

11. **WINNER VERIFICATION AND REQUIRED DOCUMENTS:** Each potential winner is subject to verification, including verification of residence. In order to receive a prize, winner may be required, within the time period designated by Sponsor, to (a) present a valid photo identification issued by a commonwealth, district, or state of the United States

or by the United States federal government; (b) complete, sign, and return to Sponsor an affidavit of eligibility and liability release; (c) except where prohibited by law, complete, sign, and return a publicity release; and/or (d) complete and submit an IRS Form W-9 in its entirety, which includes the winner's valid United States taxpayer identification number or social security number (the "**Required Documents**").

Please note that no entrant is a winner of a prize unless and until such entrant's eligibility has been verified and such entrant has completed and returned the Required Documents, even if that entrant's name has been publicly posted or identified as a winner prior to completion of the verification process.

Limit one winner per household (spouses, parents, siblings, and children).

12. **WINNER'S LIST:** For a list of winners (available 30 days after the end of the Promotion Period), please send a self-addressed, stamped envelope to: Smoothie Holdings FC, LLC, Attn: **SMOOTHIE FACTORY \$25.00 GIFT CARD GIVEAWAY**, 14860 Montfort Drive, Suite 150 PMB34, Dallas, TX 75254. All requests must be received no later than 60 days after the end of the Promotion Period.
13. **TRADEMARK ATTRIBUTION:** The trademarks of Sponsor, and Social Media Entities (defined below) are the trademarks of their respective owners. Use does not imply affiliation.
14. **UNLESS OTHERWISE SPECIFIED, THE FOLLOWING TERMS, CONDITIONS, AND/OR RESTRICTIONS GENERALLY APPLY TO SWEEPSTAKES PARTICIPATION AND/OR PRIZE(S):**
 - a. THIS SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, MUNICIPAL, AND LOCAL LAWS AND REGULATIONS.
 - b. Sponsor has not made and is not responsible for, and hereby disclaims, any representation, warranty, or guaranty, express or implied, in fact or in law, relative to the prize.
 - c. **SOCIAL MEDIA:** Sweepstakes is in no way sponsored, endorsed, affiliated with, or administered by Facebook, Instagram, Meta, Inc., Pinterest, TikTok, and/or Twitter (each, a "**Social Media Entity**" and collectively, the "**Social Media Entities**"). By entering, you understand that you are providing your information to Sponsor and not to a Social Media Entity and agree to the respective Terms of Service and privacy policy of the relevant Social Media Entity.
 - d. To sign up for a Facebook, Instagram, Pinterest, TikTok, and/or Twitter account, visit the respective website or download the mobile application. You must agree to the Terms of Service and Privacy Policy of the applicable Social Media Entity.
 - e. **PARTICIPATION; RELEASE:** By participating in this Sweepstakes, each entrant agrees to abide by and be bound by these Official Rules, and to waive any right to claim any ambiguity or error herein or in the Sweepstakes itself, and to be bound by all actions of the Sponsor and/or Sponsor's representative, whose decisions are binding and final on all matters related to this Sweepstakes.

To the maximum extent permitted by law, by participating in the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators to hold harmless, release, indemnify, and defend, Sponsor, the Sweepstakes Entities, the Social Media Entities, and their respective officers, directors, employees, and representatives (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, rights, claims, actions costs, or expenses, including without limitation property damages, personal injury, and/or death, in connection with or arising out of: entrant's participation in the Promotion; acceptance, possession, use, or misuse of any prize or the delivery thereof; preparing for, participating in, and/or traveling to or from any prize-related activity; and any claims based on rights of publicity, rights of privacy, or defamation.

By entering this Sweepstakes, you understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You understand and acknowledge that Section 1542 states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." By participating in this Sweepstakes, entrant expressly waives and relinquishes all

rights and benefits under that section and any law of any jurisdiction of similar effect with respect to her or his release of any claims he or she may have against Sponsor as a result of participation in the Sweepstakes or acceptance of a Prize.

The Releasees assume no responsibility or liability for (a) any incorrect, incomplete, or inaccurate registration or entry information, or for any faulty, failed, garbled, or jumbled electronic data transmissions; (b) failure to access any website, website feature, social media page, online entry page, or otherwise due to internet browser settings including settings blocking or limiting cookies or pop-ups, as well as choices, preferences, or settings specific to any website or social media platform; (c) any unauthorized access to, or theft, destruction, or alteration of entries at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet in general; (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or result from any attempt to participate in the Sweepstakes; or (g) incomplete, lost, or late entries.

- f. **PUBLICITY RIGHTS:** Except to the extent otherwise prohibited by law, by participating in the Sweepstakes and/or accepting any prize, entrant and/or winner grants to Sponsor, its parent, subsidiaries, affiliates, licensees, successors, and assigns, and those acting under their authority to use, and to authorize others to use, her/his name, likeness, and biographical information throughout the world in all media now known or hereafter existing and in perpetuity for any lawful purpose (including but not limited to advertising, marketing, publicity, and promotion of Sponsor, the Sweepstakes, other sponsor promotions, the products and services associated with Sponsor and the Sweepstakes, and for all their internal business purposes) without further compensation, permission, or right of approval.
- g. **MODIFICATION, CANCELLATION, OR SUSPENSION OF SWEEPSTAKES:** Sponsor reserves the right, in its sole discretion, to modify, cancel, or suspend this Sweepstakes (or any portion of the Sweepstakes) should any cause or problem corrupt or inhibit the administration, fairness, security, or proper operation of the Sweepstakes and, if feasible in light of such situation as determined by Sponsor in its sole discretion, to select the winner in such manner as deemed fair and appropriate by Sponsor. If, in the Sponsor's reasonable opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, Sponsor reserves the right to void suspect entries and/or terminate the Sweepstakes (or any portion of the Sweepstakes) and if feasible in light of such situation as determined by Sponsor in its sole discretion select a winner using all known eligible non-suspect entries received as of the date of termination. Sponsor may prohibit entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair practices or intending to annoy, abuse, threaten, or harass any other entrant or Sponsor's representatives. Any attempt by an entrant to deliberately 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 entrant to the fullest extent permitted by law. Sponsor is not responsible for typographic or printer's errors. In no event will more than the number of prizes stated in these Official Rules be awarded.
- h. **WAIVER:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; AND (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.

- i. **INTERNET AND MOBILE PHONE USE:** Please note that any normal Internet access and usage charges imposed by your Internet service provider will apply. If you use a mobile device to access the Sweepstakes, your wireless service carrier's standard charges, data rates, and other fees may apply. You understand that by participating in this Sweepstakes via mobile phone, if you are a potential winner, the Sponsor may contact you via mobile phone, which may be subject to charges pursuant to your carrier's rate plan.
- j. **SPONSOR'S USE OF INFORMATION:** Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the prize winner, and fulfill the prize, and will be subject to Sponsor's privacy policy at [Terms and Conditions | Smoothie Factory + Kitchen](#). By entering the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy. If you are selected as a winner, your information may also be included in a publicly available winners' list.
- k. **GOVERNING LAW:** This sweepstakes shall be governed by the laws of the State of Texas, without regard to conflicts of law provisions. Venue for any actions hereunder shall be in the appropriate state or federal court located in Dallas County, Texas. By participating in this Sweepstakes, you consent to the jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction.
- l. **JURY WAIVER: ENTRANT WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES.**