

TROPICAL SMOOTHIE CAFE GIVEAWAY

Terms and Conditions

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

OVERVIEW: Tropical Smoothie Cafe Giveaway (the "Promotion") is a "Quikly" campaign, which involves using a mobile device or computer to (a) sign up to participate in the campaign, and then (b) respond by text or email when a notification is published that the campaign is going "live." The more quickly you respond when the campaign goes live, the more value you'll get.

1. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Tropical Smoothie Café, LLC ("Sponsor"), Quikly, Inc. ("Administrator"), and their parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes participant's full and unconditional agreement to these Terms and Conditions and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a reward is contingent upon fulfilling all requirements set forth herein.
2. **Sponsor:** Tropical Smoothie Café, LLC, 1117 Perimeter Center West, Suite W200, Atlanta, GA 30338, Attn: "Smoothies for a Year" (Laura Bushatz). **Administrator:** Quikly, Inc., 1505 Woodward Ave., 4th Floor, Detroit, MI.
3. **Timing:** The sign-up period begins on June 7, 2023 at 12:00 a.m. Eastern Time ("ET") and ends as soon as the Quikly campaign goes live (as set forth in Section 4 below), which shall be no later than June 21, 2023 at 11:59 p.m. ET but could end sooner, for example, if the number of total number of participants reaches 250,000 (the "Promotion Period"). The Administrator's database computer is the official time-keeping device for this Promotion.
4. **How to Participate: If you select to receive notification via text, standard text message and data rates may apply.** You may receive reply messages. Signing up for the Promotion via text shall constitute your prior written consent and signature and is your agreement to receive up to four (4) text messages per Quikly campaign from Sponsor and/or Administrator. For help text HELP and to stop, text STOP. Normal phone/usage/subscription access charges imposed by your phone service provider will apply. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. The Sponsor and Administrator are not responsible for service outages, message failures, transmission delays, or any other factor affecting the availability or performance of the text messaging service. Texts are sent via automated technology. Consent to receive texts at the mobile number provided is not required to make purchases.

Visit quikly.com/q/OWwhOnb, enter your email in the space provided, click the "I Want In" button, and follow the instructions to enroll to participate in the Promotion. You will have the option of participating via email or text. Once you've signed up, you're in. At some point during the Promotion Period, the Administrator will push a notification message to you via email or text (depending on the preference selected at time of enrollment) announcing that the Quikly campaign is live. That is the signal to respond. You must click on the link in that notification. Your speed in responding (clicking on the link) will determine the value of your

reward as set forth in subsection 5 below. You can receive advanced notice that the Quikly is about to go live as follows:

- Five (5) minutes advanced notice for every person who signs up from your referral text through the referral page in the Quikly website (Anyone who signs up through your referral will receive two (2) minutes advanced notice that the Quikly is about to go live);
- Three (3) minutes advanced notice for every person who signs up from your referral Facebook Messenger or unique referral link through the referral page in the Quikly website (Anyone who signs up through your referral will receive two (2) minutes advanced notice that the Quikly is about to go live);
- Three (3) minutes advanced notice for opening or downloading the Tropical Smoothie Cafe® App

By participating in the Promotion, you unconditionally accept and agree to comply with and abide by these Terms and Conditions and all decisions of the Sponsor and Administrator, which shall be final and binding in all respects.

Participants are not permitted to share the same email and/or phone number. Any attempt by any participant to obtain more than one (1) sign up or reward by using multiple/different email addresses, phone numbers, or any other methods will void that participant's sign up and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the phone number used to register will be deemed to be the participant. Each potential winner may be required to show proof of being an authorized account holder.

5. Rewards and Notification:

Respond to the go-live notification as fast as you can. Here are the rewards being offered by order of the fastest people:

- 1st – 5th fastest person: Free smoothies for a year* (ARV \$348)
- Everyone else: National Smoothie Day offer: Free 24 oz. smoothie with food purchase**

*Terms & Conditions: Free Smoothies for a Year awarded in the form of one free smoothie reward via the Tropical Smoothie Cafe® app per week for 52 weeks. Must have the Tropical Smoothie Cafe app downloaded and be a Tropic Rewards® member to receive reward. Each free smoothie reward valid only for 7 days. Must redeem each reward prior to its expiration date listed in app. First free smoothie reward may take up to 24 hours to appear in app. Subsequent weekly free smoothie rewards will appear in app immediately following the expiration of the prior week's free smoothie reward. To redeem reward, use in app to order ahead for pick-up or delivery, use Tropic Rewards account to order online via tropicalsmoothiecafe.com, or scan app in-cafe at time of purchase. Reward will be applied to the lowest priced 24 oz. smoothie ordered. Exclusions apply. Modifications, fresh add-ins, supplements and tax extra. May not be valid with certain offers or discounts and is not valid with other rewards or third-party services. Limit one free smoothie per order per reward. Each reward valid for one time use only. Valid only at participating locations. Must unlock Free Smoothies for a Year by activating the code provided by Quikly in the Rewards tab of the Tropical Smoothie Cafe® app. Must activate by 6/30/2023. To activate, copy code and tap "Open or Download Our App" to be taken to the Tropical Smoothie Cafe app. Log in or create a Tropic Rewards® account. Tap on the Rewards tab at the bottom of the screen, scroll down, and then tap "Enter Promo Code". Paste code to unlock your reward and redeem in the app, online or in-cafe.

****Terms & Conditions:** Receive a free 24 oz. smoothie with food purchase reward on June 21, 2023 when you download the Tropical Smoothie Cafe® app and join Tropic Rewards®. May take up to thirty minutes after joining for reward to appear. Excludes sides, sweets, snacks and kids' food items. To redeem reward, must use app to order for pick-up or delivery, or use Tropic Rewards account to order online via tropicalsmoothiecafe.com, or scan app in-cafe at time of purchase. Must redeem reward on June 21, 2023. Reward will be applied to the lowest priced 24 oz. smoothie ordered. Exclusions apply. Modifications, fresh add-ins, supplements and tax extra. May not be valid with certain offers or discounts and is not valid with other rewards or third-party services. Limit one free 24 oz. smoothie per order. One time use only. Valid only at participating locations.

Quickly will immediately notify participants of their Tropical Smoothie Cafe reward (Free Smoothies for a Year) via the website, email or text message depending on options available and selected within the Quickly experience. Reward codes for Free Smoothies for a Year will be delivered immediately to participant via the website, email or text message depending on options available and selected within the Quickly experience. There are no reward codes needed to redeem the free 24oz. smoothie with food purchase reward. The Promotion will indicate whether a special notification is required for any particular reward. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner of any reward cannot be contacted, fails to follow reward claim instructions, fails to sign and return the required documentation, or fails to provide any other requested information within the required time period, or if the reward is returned as undeliverable, the potential winner forfeits his/her reward and will be disqualified. Receiving a reward is contingent upon compliance with these Terms and Conditions. Unclaimed rewards will not be awarded. Released Parties (defined below) are not responsible for any participant's (and/or potential winner's) change in email address and/or phone number.

Rewards are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a reward or reward component for one of equal or greater value if the designated reward or reward component should become unavailable for any reason. Winners are responsible for all taxes and fees associated with reward receipt and/or use. Likelihood of winning a reward depends on the speed with which a participant responds to the go-live notification relative to the speed of all other participants.

6. Release: By participating in the Promotion, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, promotion and advertising agencies, and reward suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any reward.

7. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's, Administrator's, and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, shall determine the best method for distributing any or all of the rewards offered herein to valid participants. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by

any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail or electronic communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use or misuse of any reward. If for any reason any participant's sign-up is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another sign-up in the Promotion, if it is possible. No more than the stated number of rewards will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of rewards as set forth in these Terms and Conditions to be available and/or claimed, Sponsor reserves the right to award only the stated number of rewards by a random drawing among all legitimate, un-awarded, eligible reward claims.

10. Disputes: THIS PROMOTION AND ITS RULES ARE GOVERNED BY US LAW AND ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE PROMOTION RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS AND SPONSOR IN CONNECTION WITH THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DETROIT, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF DETROIT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THE PROMOTION OR ANY PRIZE AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

11. Participant's Personal Information: Information collected from participants is subject to Administrator's Privacy Policy available at www.quikly.com/page/privacy and Sponsor's Privacy Policy available at <https://www.tropicalsmoothiecafe.com/privacy/>