SMOOTHIE KING TRICK SHOT INSTANT WIN GAME AND SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. MAKING A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Smoothie King Trick Shot Instant Win Game and Sweepstakes ("Promotion") is sponsored by Smoothie King Franchises, Inc ("Sponsor"), 9797 Rombauer Rd., Coppell, TX 75019, and is administered by Twelve Thirty, LLC ("Administrator").

- 1. **PROMOTION PERIOD:** The Promotion begins at or about 12:00 PM (noon) Eastern Time ("ET") on March 11, 2024 and ends at 11:59:59 PM ET on May 31, 2024 ("Promotion Period"). The Promotion consists of an instant win game ("Game") and a sweepstakes ("Sweepstakes"). The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY: This Promotion is open only to legal residents of the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years old at the time of entry. Florida residents may only participate in Florida-based locations. Employees, officers and directors of Sponsor, Administrator, any Smoothie King or Smoothie King franchisee employees who are currently employed or were employed between March 11, 2024 and May 31, 2024 and any of their respective owners, parent companies, affiliates, directors, subsidiaries, representatives, advertising, promotion and production agencies or agents (collectively, the "Promotion Entities") as well as their immediate family members (defined as including spouse; biological, adoptive, and/or step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and persons living in the same household (whether related or not) of any of the above are not eligible to enter or win. Void where prohibited by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of registration. Entrants will not be allowed to change their physical address or e-mail address on a submitted registration. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

3. HOW TO PLAY THE GAME: During the Promotion Period, an entrant must have a Game play codes (each, a "Game Code") to participate. Game Codes will be available on-cup at participating Smoothie King locations. Game Codes are unique and may only be used once. Game Codes obtained outside of authorized channels are not eligible.

To receive a Game Code without making a purchase, from March 11, 2024 through May 17, 2024, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a $3\frac{1}{2}$ " x 5" properly stamped postcard and mail it to: Smoothie King Trick Shot Instant Win Game Code Request, 47 W. Division St., #374, Chicago, IL, 60610. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by May 17, 2024 and received by May 24, 2024. Administrator will send one (1) Code per Mail-In Request by e-mail to the e-mail address provided on the request.

There is a limit of one (1) Mail-in Request per day during the Free Code Request Period. Multiple mail-in requests with the same postmark date will be deemed one (1) request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.

Florida residents may only obtain a Game Code in a Florida-based location. Florida residents may only win prizes available to Florida residents only, as further outlined in Section 6 below.

A total of two million (2,000,000) Game Codes are available in the Promotion: two hundred twenty-two thousand (222,000) in Florida, and one million seven hundred seventy-eight (1,778,000) outside of Florida. During the Promotion Period, and once a Game Code has been obtained, eligible entrants must visit www.smoothiekingtrickshot.com ("Website") and enter their valid e-mail address. If it is the entrant's first time participating in the Promotion, the entrant must first complete and submit the registration form with all required information. which may include, but may not be limited to, first and complete last name (no initials), phone number, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth. After registering or submitting a valid e-mail address on subsequent days, the entrant must then follow the on-screen instructions to submit a valid Game Code to play the instant win game ("Game Play"). After the Game Play, the entrant will receive notification on the Website screen as to whether the entrant is a potential "Instant Winner" ("Notification"). Each entrant who receives a winning Notification will be deemed a potential Instant Winner, subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

LIMIT: There is a limit of one (1) Game Play per person/email address per day during the Promotion Period. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (as determined by Sponsor or Administrator in their discretion) may be disqualified. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Promotion Period, with the exception of March 11, 2024, when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion more than once per calendar day using multiple e-mail addresses or multiple identities, all of that entrant's Game Plays will be declared null and void and any prize that he/she might have been entitled to win will not be awarded and will be revoked.

4. HOW TO ENTER THE SWEEPSTAKES: During the Promotion Period, and upon completion of a Game Play, the entrant will automatically receive one (1) entry into the Sweepstakes.

BONUS ENTRY: An eligible entrant may obtain one (1) additional entry into the Sweepstakes ("Bonus Entry"), completing the Game Play as set forth in Section 3 and by creating an account on the Smoothie King app. An eligible entrant can sign up for the Smoothie King app on both Android and iOS operating systems by visiting the Apple Store (https://apps.apple.com/us/app/smoothie-king/id448122894) or Google Play Store (https://play.google.com/store/apps/details?id=com.appsmyth.mobile.smoothieking&hl=en_US&pli

=1). The entrant must use the same e-mail address to register for the Smoothie King App account that he/she used to enter the Promotion. If an entrant already has an account created on the Smoothie King App, they will automatically receive the Bonus Entry upon completion of Game Play as set forth in Section 3.

LIMIT: Each entrant is limited to receiving one (1) entry into the Sweepstakes per day, in addition to the one (1) Bonus Entry as described above, during the Promotion Period. Sweepstakes entries are subject to the Game Play limits set forth above.

- 5. **RANDOM DRAWING:** On or about June 3, 2024, the Administrator will randomly select one (1) potential Sweepstakes Grand Prize winner from among all eligible Sweepstakes entries received during the Promotion Period ("Random Drawing"). The winner is considered a potential winner pending verification of their eligibility and compliance with the Official Rules.
- 6. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:
 - **a. Game Prizes (20,500 total):** The following prizes are available in the Game (each a "Game Prize"):

Prize Description	ARV	Total QTY	Florida- only QTY	Outside of Florida QTY	Total ARV
\$5 Smoothie King Digital Gift Card	\$5	15,000	1,665	13,335	\$75,000
\$10 Smoothie King Digital Gift Card	\$10	5,000	555	4,445	\$50,000
Smoothie King Hats	\$35	200	22	178	\$7,000
Smoothie King Socks	\$10	200	22	178	\$2,000
Smoothie King Basketballs	\$40	100	11	89	\$4,000

Sizes and styles selected by Sponsor in its sole discretion.

No more than 20,500 Game Prizes will be awarded for any reason. If, due to a technical, production, human or other error, more than 20,500 entrants receive a winning Notification, the 20,500 intended Game Prizes will be awarded in a random drawing from among all recipients of such Notifications.

The total ARV of all Game Prizes is \$138,000.

b. Sweepstakes Grand Prize (1): The "Grand Prize" is a Dude Perfect Experience, which includes: a three (3) day/two (2) night trip for two (2) people – the Grand Prize winner and one (1) guest of winner's choosing (the "Group") – to Frisco, Texas. Trip includes round-trip coach-class airfare for the Group between a major commercial airport near winner's residence, determined by Sponsor in its sole discretion and Dallas, Texas airport, two (2) nights standard hotel accommodation (single room, double occupancy), \$10,000 made payable to Grand Prize winner, an afternoon (up to four hours) with Dude Perfect at its headquarters in Frisco, Texas (date and time of this experience will be determined in Sponsor's sole discretion. The ARV of the Grand Prize is \$19,200 but may depend on fluctuations of airfare and accommodations. Only one (1) Grand Prize will be available in the Sweepstakes. If the Grand Prize winner lives within one hundred fifty (150) miles from the Dude Perfect headquarters in Frisco, Texas, then Sponsor will arrange for alternative

transportation rather than a flight. The difference in cost between the alternative transportation and flight will not be awarded.

- **c. Total ARV:** The total ARV of all prizes available in the Promotion is: \$157,200. The total ARV of prizes available to Florida residents only is: \$34,505.
- d. Odds of Winning: The odds of winning a Game Prize are as set forth below:

Prize Description	Florida-only Odds	Outside Florida Odds	
\$5 Smoothie King Digital Gift Card	1:133.3	1:133	
\$10 Smoothie King Digital Gift Card	1:400	1:400	
Smoothie King Hats	1:10,090	1:9,989	
Smoothie King Socks	1:10,090	1:9,989	
Smoothie King Basketballs	1:20,101	1:19,997	

Individual Game Prizes are awarded depending on when the entrant completes a Game Play. Game Prizes will be made available at randomly predetermined times throughout the Promotion Period. To be a potential winner of a Game Prize, an entrant's Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential Instant Winner. The number of Game Prizes available to be won will decrease during the Promotion Period as Game Prizes are awarded and claimed.

The odds of winning a Sweepstakes prize depend on the total number of eligible Sweepstakes entries received during the Promotion Period.

- e. General Prize Conditions: There is a limit of one (1) Game Prize per person/household during the entire Promotion Period. An entrant may win both a Game Prize and a Sweepstakes prize. Details of prizes will be determined by Sponsor in its sole discretion. All styles and sizes are determined by Sponsor in its sole discretion. Use of gift card is subject to the terms and conditions imposed by the issuer.
- 7. HOW TO CLAIM A PRIZE: All entrants who receive a winning Notification, as well as the potential Sweepstakes winners are subject to verification of eligibility and compliance with these Official Rules. The potential Sweepstakes winners will each be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Sweepstakes prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Each potential Sweepstakes winner may be subject to a background check before the Sweepstakes prize is awarded. Sponsor reserves the right to disqualify the potential Sweepstakes Prize winner based on the results of such background check if Sponsor determines in its sole discretion that awarding any such Sweepstakes prize to any such individual might reflect negatively on the Sponsor. All potential Game Prize winners may be requested to provide additional documentation for verification purposes. Failure to provide all required documents and/or information within the stated time period may result in forfeiture of a winner's right to claim their prize. All potential

winners will be notified by e-mail with instructions on how to claim a prize. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept a prize, the prize may be forfeited. If a Game Prize is forfeited, it may be awarded to an alternate winner, selected in a random drawing from among all remaining non-winning Game Plays, as determined by Sponsor in its sole discretion. Selection of an alternative winner applies to the Grand Prize only, not any Game Prizes. If a selected potential Sweepstakes winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept their Sweepstakes prize, or such Sweepstakes prize is returned as undeliverable, the Sweepstakes prize may be forfeited. If a Sweepstakes prize is forfeited for any reason, it may be awarded to an alternate potential Sweepstakes winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible Sweepstakes entries received during the Promotion Period, time permitting. If, after a goodfaith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Game Prizes will be fulfilled to verified winners at the e-mail address provided at the time of registration within approximately eight (8) to ten (10) weeks from the end of the Promotion Period. Sponsor or its designee will contact the Sweepstakes Grand Prize winner to arrange travel booking upon verification of eligibility and compliance with these Official Rules. Promotion Entities shall not be held responsible for any delays in awarding any prize for any reason. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC for the Sweepstakes prize winners. Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered postal mail or e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion email, including any winner notification email, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize (or prize component) of equal or greater value in case of unavailability of a prize (or prize component) or the occurrence of a force majeure event, at Sponsor's sole and absolute discretion. ARVs are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be awarded to a verified winner. Prizes that are unclaimed, unredeemed, or returned as undeliverable may not be awarded.

8. LIMITATION OF LIABILITY: By participating in this Promotion entrants agree that the Promotion Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, human or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission,

interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays/Sweepstakes entries that are entered by any automated computer, program, mechanism or device, for any Game Plays/Sweepstakes entries in excess of the stated limit or for Game Plays/Sweepstakes entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays/Sweepstakes entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, which may include the selection of the winners from among all eligible, non-suspect Game Plays and Sweepstakes entries received prior to such cancellation, termination, modification or suspension.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays/Sweepstakes entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical, human or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the Prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s). order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, pandemic or epidemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play/Sweepstakes entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the

Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (I) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays/Sweepstakes entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (p) negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including the Website and prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for implied warranties, so some of the above limitations or exclusions may not apply to you. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 9. DISPUTES: THIS PROMOTION IS 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 OAKLAND COUNTY, 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 JAMS IN ACCORDANCE WITH ITS 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 OAKLAND COUNTY, MICHIGAN. 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 OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, 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. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.
- **10. PRIVACY:** Sponsor's privacy policy is available at: https://www.smoothieking.com/privacy-legal.
- **11. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade,

commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television social media and the Internet, worldwide, without further notice, review or approval and without additional compensation.

- 12. GENERAL: Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant's Game Plays/Sweepstakes entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Game Plays/Sweepstakes entries in excess of the stated limitation, that entrant may, in Sponsor's sole discretion, be disgualified from the Promotion. In the event of a dispute as to the identity of a winner, the winning Game Play/Sweepstakes entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play/Sweepstakes entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. Sponsor and Administrator reserve the right to disqualify any individual found, in their opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays, Sweepstakes entries, and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any notifications or promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall govern and prevail.
- **13. WINNERS LIST:** The winners list will be posted after winner confirmation is complete, and available for 60 days thereafter. For a list of the winners, please <u>click here</u>.

All trademarks used herein are the property of their respective owners.

© 2024 Smoothie King. All rights reserved.