

National Smoothie Day Contest Rules

Effective: June 21, 2025

NO PURCHASE NECESSARY TO ENTER OR WIN A DRAWING. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING A DRAWING.

1. Sponsor: SJB Brands LLC. DBA Juice It Up! 110 Theory, Suite 150, Irvine CA 92617 (the "Sponsor").

2. Overview: Sponsor is offering a promotion ("Promotion") whereby Juice It Up! will conduct a sweepstakes ("Drawing") to win Free Juice It Up! Smoothies for a Year (the "Prize").

3. Eligibility: The Promotion is open only to legal residents of California, Oregon, Texas, Utah, Oklahoma and Arizona, who are 13 years of age or older at the time of Promotion registration. Employees, officers and directors of Juice It Up!(the "Sponsor"), their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

By participating in the Promotion and/or accepting a Prize, each winner grants (and agrees to confirm that grant in writing, or his/her parent or legal guardian will confirm that grant in writing if winner is a minor in his/her state of residence) permission for Sponsor and/or Sponsor's designee the perpetual right to use his/her 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, worldwide, including but not limited to on the World Wide Web and Internet including Sponsor's and/or unrelated

third-parties' social media platforms and sites, without notice, review or approval and without additional compensation except where prohibited by law.

1. **Timing:** The Promotion will consist of three (3) phases, as detailed below:

1. **Call to Entry Period:** Begins at or about 5:00:00 AM PT on June 21, 2025 and ends at 11:59:59 PM PT June 28, 2025
2. **Drawing Period:** Begins at or about 12:00:00 AM PT on July 1, 2025 and ends at 11:59:59 PM PT on July 5th, 2025
3. **Winner Announcement:** The Grand Prize Winners will be announced on or about July 6, 2025

2. **How To Participate:** To participate, eligible entrants must

1. Be a registered Juice It Up! Rewards® Loyalty Member by June 21st, 2025 at 12:00 am PST. Current Juice It Up! Rewards® Loyalty Members will be automatically entered to win.

Or

2. Non-members can download the Juice It Up! app and Join Juice It Up! Rewards® by June 28th at 10:00 pm PST to be automatically entered to win. There is no charge to sign up for Juice It Up! Rewards®. For Juice It Up! Rewards® program information, please visit <https://juiceitup.com/rewards/>

Entries become the property of Sponsor and will not be returned. Sponsor is not responsible for late, misdirected, incomplete, illegible or damaged entries.

Multiple entries (multiple accounts created by a single entrant) per person/email/address/wireless telephone number or any use or suspected use of artifice, bots, robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to sweepstakes entry services/clubs) are prohibited; any Entrant using/benefitting from such methods will be disqualified and their entries voided.

3. **Winner Selection and Prize Claim Process:** On the Drawing Date the Sponsor will conduct a random drawing from all eligible entries to select ten (10) entries to be the winners and will email each potential ("Notification"), subject to verification ("Potential Winner"). In order to receive the Prize, the Potential Winner (if of the age of legal majority) or the parent/legal guardian of the Potential Winner (if an eligible minor) must complete, sign and return a Declaration of Eligibility and Liability/Publicity Release (where legal), and if required, a W-9 tax form ("Tax Form") within twenty-four (24) hours of Notification or the prize will be forfeited. Upon completion of the required paperwork and provided none of the events of the following paragraph occur, the Potential Winner (if of the age of legal majority) or the signing parent/legal guardian of the Potential Winner (if an eligible minor) shall be deemed a "Winner" and will be awarded the Prize (as detailed in Section 5.e., below).

If the Potential Winner (if of the age of legal majority) or the parent/legal guardian of the Potential Winner (if an eligible minor) fails to complete, sign, and turn in the Declaration of Eligibility and Liability/Publicity Release (or Tax Form, if required) to a designated Sponsor representative, or if the Potential Winner is determined to be ineligible for any reason, or if the Potential Winner is determined to not be in compliance with these Official Rules, then such Potential Winner will be disqualified and will lose any claim to the Prize.

a. Prize: Ten prizes will be available and consists of the following:

b. "Free Juice It Up!® Smoothies for a Year" to be awarded in the form of 1 Free Medium Classic, Specialty or Plant-Based Smoothie per month for 12 months (the "Effective Period"). 12 free Medium Smoothies in total will be awarded to each winner. 1 Free Medium Smoothie offer will be loaded to the winners Juice It Up! Rewards® account on the 1st of each month and will be valid for 30 days. Unused Free Medium Smoothie offers will automatically expire at the close of business on the 30th day of the calendar month. The Free Medium Smoothie offer will be valid at all Juice It Up! locations except Juice It Up! Fresh Fill Madera and Los Banos.

Modifications and/or additions to the Free Smoothie may result in additional charge. No substitutions. No rainchecks or refunds offered for failure to redeem Free Medium Smoothie offer during any calendar month of the Effective Period. Approximate Retail Value ("ARV") is \$112.00

4. **Prize Conditions:** Prize may not be transferred, and no cash redemptions or substitution of any Prize will be made; provided, however Sponsor reserves the right, in its sole discretion, to substitute a Prize in whole or in part with one of comparable or greater value if a featured Prize becomes unavailable. Winners

are solely responsible for any taxes on their Prize(s). As required by law, Sponsor may issue an IRS Form 1099 for the fair market value of all Prizes a winner receives, and Potential Winner may be required to provide a tax identification number or social security number as part of the winner verification process. Once a Prize is claimed, Sponsor is not responsible for winner's use or non-use of a Prize. Prizes are also subject to any terms and conditions of use as may be indicated thereon.

5. **Publicity:** Except where prohibited by law, by participating in the Promotion or accepting a Prize, all participants and winners agree to the use by Sponsor, and those authorized by Sponsor, of such participant's name, likeness, photograph, voice, opinions, demographic profile, hometown, and state for promotional purposes in any media, worldwide, without further payment or consideration.
6. **General Conditions:** Sponsor reserves the right to cancel, suspend, and/or modify a Promotion, or any part of it, if any fraud, human error, or other factor impairs the integrity of a Promotion or reflects poorly upon Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify any individual it finds to be interfering with the operation of a Promotion or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Receipt of the Prize by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES AND/OR APPLICABLE LAW, THE WINNER (AT SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
7. **Release of Liability:** By participating in this Promotion or accepting a Prize, participants and Prize winners agree to release and hold harmless SJB Brands LLC., Juice It Up!, and its licensees, and all of their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies, and each of their respective affiliated companies and all of their officers, directors, employees, representatives, contractors, 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 a Promotion or acceptance, possession, use, or misuse of any Prize.

8. **Limitations of Liability:** Released Parties are not responsible for: (1) lost, stolen or damaged property or Prizes; (2) unauthorized human intervention in any part of the entry process or conducting of a Promotion; (3) human error that may occur in the administration of a Promotion; or (4) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from participation in a Promotion or receipt or use or misuse of a Prize.
9. RELEASED PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THESE OFFICIAL RULES; (II) ANY PORTION OF, OR THE WHOLE OF, A PROMOTION OR PRIZE; (III) ANY FAILURE, DELAY OR DECISION BY SPONSOR IN ADMINISTERING A PROMOTION, OR ANY PARTY THEREOF; (IV) ANY BREACH OF SECURITY IN CONNECTION WITH A PROMOTION; OR (V) ANY OFFER, REPRESENTATION, STATEMENT, OR CLAIM ABOUT A PROMOTION MADE BY RELEASED PARTIES OR ANY OTHER PERSON OR ENTITY.
10. The foregoing limitations of liability apply whether the alleged liability is based on contract, negligence, tort, strict liability or other basis, even if Released Parties or their representatives have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.
11. IN NO EVENT WILL RELEASED PARTIES' MAXIMUM COMBINED AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE WHATSOEVER IN ANY CALENDAR YEAR ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED ABOVE EXCEED THE ARV OF THE PRIZE.
12. **Dispute Resolution/Choice of Law:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the state of California without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of California. Any

action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the state of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

13. **Privacy:** Information collected in connection with this Promotion is subject to Sponsor's privacy policy posted at <https://juiceitup.com/privacy-policy/>

14. **Winners' List:** For a list of major (ARV \$25 or more) Prize winners, mail a self-addressed stamped envelope to 110 Theory, Suite 150, Irvine CA 92617 Attn: Marlene Lopez/National Smoothie Day, for receipt no later than 30 days following the end of a Promotion.

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<https://juiceitup.com/>