

**The “Bestie Summer Ever Giveaway” Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF  
WINNING.**

**PROMOTION DESCRIPTION:** The “Bestie Summer Ever Giveaway” Sweepstakes (the “**Sweepstakes**”) begins on or about June 21, 2021 at 3:00 p.m. Eastern Time (“**ET**”) and ends on July 30, 2021 at 12:00 p.m. ET (the “**Promotion Period**”). At the end of the Promotion Period, a random drawing will be conducted to select twenty (20) winners of a prize, from among all eligible entries received, as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive NE, Atlanta GA 30342 (“**Sponsor**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal U.S. residents of the fifty (50) United States and District of Columbia who are at least thirteen (13) years of age at the time of entry are eligible to enter. Entrants under the age of majority in their state of residence (a “**minor**”), must get their parent or legal guardian’s permission to enter the Sweepstakes, and if a minor wins, their parent or legal guardian will need to co-sign the “Prize Claim Documents” (defined below). Officers, directors and employees of Sponsor and each of its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies involved in the Sweepstakes (all such individuals and entities collectively referred to herein as the “**Promotion Entities**”), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited. A free Instagram account is required if you choose to enter the Sweepstakes by making a post. To sign up for Instagram, go to [www.instagram.com](http://www.instagram.com). Use of the Instagram service will be subject to Instagram’s data policy and terms of use, which are available at: <https://help.instagram.com/155833707900388> and <https://help.instagram.com/581066165581870?ref=dp>. This Sweepstakes is not sponsored, endorsed, administered by, or affiliated with Instagram.

**HOW TO ENTER:**

During the Promotion Period, Sponsor will publish one (1) post per week from June 21, 2021 to July 30, 2021 on the Jamba Juice official Instagram account @jambajuice account <https://www.instagram.com/jambajuice/?hl=en> announcing a Sweepstakes Entry Period (defined below) and inviting entrants to enter the Sweepstakes (the “**Sweepstakes Posts**,” each a “**Sweepstakes Post**”). Each Sweepstakes Post shall have an entry period starting each Monday at 3:00 p.m. ET through the following Friday of that week at 12 p.m. ET (the “**Sweepstakes Entry Period**”). To enter, eligible entrants must complete the following steps during the Promotion Period: (i) follow the @jambajuice Instagram account; (ii) tag a friend’s official Instagram account that follows or shall follow the @jambajuice Instagram account (the “**Friend**”); and (iii) post an original comment on each Sweepstakes Post and have the Friend post an original comment on each Sweepstakes Post that complies with: (i) the “Challenge” below on the Sweepstakes Post; (ii) the “Comment Guidelines” below; and (iii) incorporates the hashtag #BestieSummerEverSweepstakes (each, a “**Comment**”). Upon completing the required steps, entrants and Friends will both receive one (1) entry into the Sweepstakes. The Comment must meet the following “**Comment Guidelines**”: (i) the Comment must be the submitting entrant’s original, previously unpublished work and not feature or focus on any copyrighted material, logos or trademarks that are owned by third parties; and (ii) the Comment must not include text or subject matter that is deemed by the Sponsor to be obscene, profane, pornographic, libelous or otherwise objectionable. Each entrant’s social media account must be public to enter the Sweepstakes. The Challenge for each Sweepstakes Post are as follows (collectively, the “**Challenges**,” each a “**Challenge**”):

1. June 21, 2021: Eligible entrants must tag a Friend who they are “cruisin’ into summer with” (the “**Week 1 Challenge**”).
2. June 28, 2021: Eligible entrants must comment a favorite summer memory and tag a Friend (the “**Week 2 Challenge**”);
3. July 5, 2021: Eligible entrants must comment the best trip they have taken with a Friend and tag a Friend (the “**Week 3 Challenge**”);
4. July 12, 2021: Eligible entrants must comment a Friend who would join them in a yoga and smoothie date and tag a Friend (the “**Week 4 Challenge**”);
5. July 19, 2021: Eligible entrants must comment their favorite song for the summer and tag a Friend (the “**Week 5 Challenge**”);
6. July 26, 2021: Eligible entrants must tag a Friend who they consider their “OG bestie” (the “**Week 6 Challenge**”).

**Limit one (1) entry per person and/or Instagram account per Sweepstakes Post.** All entries must be received by the end of the Promotion Period in order to participate. The Sponsor’s database clock will be the official time keeper for this Sweepstakes. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor’s privacy policy located at <https://www.jamba.com/privacy>.

NOTE: Entry must be made by the entrant, only through the entry methods described above. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address or wireless number, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or used in the Sweepstakes or by any technical or human error which may occur in posting Comments, or processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

**WINNER SELECTION AND NOTIFICATION:** At the end of each Sweepstakes Entry Period, the winners will be randomly selected in a drawing from all eligible entries received throughout the Sweepstakes Entry Period. Ten (10) winners consisting of five (5) entrants and five (5) Friends will be randomly selected in a drawing from all eligible entries received throughout the Sweepstakes Entry Period for the Week 1 Challenge. Two (2) winners consisting of one (1) entrant and one (1) Friend will be randomly selected in a drawing from all eligible entries received throughout the Sweepstakes Entry Periods for the Week 2 Challenge, the Week 3 Challenge, the Week 4 Challenge, the Week 5 Challenge, and the Week 6 Challenge. A potential winner may only win one (1) prize. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. A potential winner will be notified by comment on the Sweepstakes Post using the contact information given at the time of entry and a potential winner will be asked to send a direct message to the official Jamba Juice Instagram account with their contact information. The Friend must agree to these Official Rules as a condition of the Friend and the entrant receiving the Prize. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. **Time is of the essence in awarding**

**each prize.** If, despite reasonable efforts, a potential winner does not respond within forty-eight (48) hours of the first notification attempt or if the prize or winner notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to three (3) potential winners of an applicable prize in accordance with such procedure, and if there are still no confirmed winners of such applicable prize after such attempts have been made, if any, the corresponding prize may go unawarded.

**PUBLICITY RELEASE:** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Sweepstakes, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, social media tag, likeness, and biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, to advertise, market, and promote the Promotion Entities.

**PRIZES/ODDS:** There are twenty (20) Prizes available.

Each Prize consists of (i) one (1) Jamba Beach Cruiser bike; (ii) one (1) Jamba Yoga Mat; and (iii) one (1) Jamba Metal Tumbler. The approximate retail value ("ARV") of each Prize is One Hundred and Fifty Dollars (\$150.00).

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Applicable portions of prizes will be delivered only to an address in the United States. The total ARV of all prizes is Three Thousand Dollars (\$3,000).

**Many will enter, only twenty (20) will win. Actual odds of winning depend on the number of eligible entries received.**

**GENERAL PRIZE CONDITIONS:** Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. All portions of the prizes are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. Actual prizes may vary from the prizes pictured. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor may, in its sole discretion, deduct or withhold the amount of applicable tax on any cash or cash equivalent prize. The Sponsor will issue and file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to each prize winner by the Sponsor in accordance with IRS requirements, and the Sponsor may also share such documentation with a state or local government agency as required by law. Refusal or failure of each prize winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information), as determined by the Sponsor in its sole discretion, may result in each prize winner forfeiting the prizes and an alternate potential winner may be selected in accordance with these Official Rules. Sponsor will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize, as

applicable. Each potential winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If a winner is a minor, at Sponsor’s option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner’s parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within forty-eight (48) days of prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Acceptance of a prize constitutes winner’s permission for the Promotion Entities to use winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Each entrant (and any minor entrant’s parent or legal guardian) agrees that Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant’s, or any other person’s, computer system which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry may be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor’s control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control,

including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor may (if possible) select the winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Atlanta, Georgia; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply Georgia law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of

entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

Each entrant (and any minor entrant's parent or legal guardian) acknowledges and agrees that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering the Sweepstakes each entrant (and any minor entrant's parent or legal guardian) hereby releases and agrees to hold harmless each of Instagram completely from any liability in respect of the Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes will be directed to the Promotion Entities and not Instagram.

**WINNERS LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: The Bestie Summer Ever Giveaway Sweepstakes Winners List, Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive NE, Atlanta GA 30342. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on <http://www.jamba.com> during the Promotion Period.