OFFICIAL RULES ORANGE LEAF ANNIVERSARY PARTY INSTORE SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN THE ANNIVERSARY PARTY INSTORE SWEEPSTAKES ("PROMOTION"). A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION VOID WHERE PROHIBITED. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN TEXAS ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND/OR NOT LOCATED IN TEXAS AT TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. **SPONSOR:** This Sweepstakes is co-sponsored by C5G LLC, 828 Boyd Rd, Suite 102, Azle, TX 76020 and Orange Leaf FC, LLC, 14860 Montfort Dr, Ste 150, Dallas, TX 75254 (collectively "**Sponsor**").
- 2. **ELIGIBILITY:** This Sweepstakes is open to legal residents of Texas who are 18 years of age or older as of the time of entry. 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.
- 3. **PROMOTION PERIOD:** The promotion period is from <u>11:00 a.m.</u> Central Time ("CT") through <u>10:00 p.m.</u> CT on December 13, 2025 ("**Promotion Period**"). Sponsor's clock is the official clock for the Promotion. There is only one (1) Promotion Period.
- 4. **HOW TO ENTER:** To enter, visit the specified ORANGE LEAF store located at 828 Boyd Rd, Suite 102, Azle, TX 76020, and fill out an official entry form completely and legibly with your legal name, email, complete address (including zip code), and telephone number ("Entry Form") and deposit the completed Entry Form in the ballot container. Only entries completed on the provided Entry Forms will be accepted. Any other form of entry is void. There is no limit to the number of entries you may submit during the Promotion Period, however, mechanically reproduced or photocopied entries are void. Mutilated or illegible entries will also be disqualified. All entries become the property of Sponsor and will not be returned to entrant. All entries must be received and recorded during the Promotion Period to be eligible for the drawing. Entry Forms will be available while supplies last during the Promotion Period. 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.
- 5. **DRAWING AND ODDS:** The winner will be selected by random drawing on or about 10:00 p.m. CT on December 13, 2025, from all eligible entries received during the Promotion Period under the direct supervision of Sponsor, by Sponsor or Sponsor's representative. Odds of winning depend on the number of eligible entries received during the Promotion Period.
- 6. PRIZE AND ARV: There are three (3) prizes each good for free froyo for a year which consists of one (1) wallet drop a week for 52 consecutive weeks (starting 12/15/2025) each good for up to a \$5.76 credit on one (1) froyo cup (approx. 8oz of froyo inclusive of toppings at a per oz price of \$0.72) per week (single transaction), (ARV: \$299.52 per prize or \$898.56 in total). Free froyo (up to \$5.76 each week (single transaction)) prize may only be redeemed at the ORANGE LEAF store located at 828 Boyd Rd, Suite 102, Azle, TX 76020 and require winners to be ORANGE LEAF loyalty member to redeem prize. Certain terms apply to loyalty membership. See https://www.organeleafyogurt.com/terms-of-use for membership terms and conditions. If the froyo cup price is less than \$5.76, then any remaining balance of the credit will not be carried and will be forfeited for the week. Prizes cannot be redeemed for cash and are not transferable. Winners do not have to be present to win. Any week's wallet drop not redeemed within the week will be forfeited. 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 any prize(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. 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. Once delivered to the winner, prize will not be replaced if lost, stolen or destroyed. All claimed prizes will be awarded.

7. **WINNER NOTIFICATION:** Each potential winner will be notified by Sponsor via the contact information provided on the Entry Form. Sponsor will notify the winners via telephone or email at Sponsor's sole discretion. If a potential winner does not respond to notification within 24 hours of the notification being sent, winner status will be forfeited, and the prize will be awarded to an alternate winner 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 24 hours of notification, or a prize notification is returned as undeliverable; (b) does not timely return the Required Documents (as defined in Section 7 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. Potential winners are subject to verification, including verification of age.

8. **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).

9. **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 on the Entry Form, 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.

- 10. **GENERAL CONDITIONS:** Sponsor is not responsible or liable for lost, late, incomplete, misdirected, not received, stolen, mutilated or illegible entries. If, in Sponsor's sole opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and conduct a random drawing to award prizes using all entries received as of the termination date. By entering this drawing, entrants accept and agree to be bound by these rules and the decisions of the judges that are final, binding and conclusive on all matters relative to this Sweepstakes. All entries become the exclusive property of the Sponsor and none will be returned. Sponsor reserves the right to disqualify entrants who fail to follow these Official Rules and regulations or who make any misrepresentations relative to the Sweepstakes, drawings and redemption of prizes. Entry constitutes permission to use the winners' names, photographs and/or voice recordings for publicity purposes without additional compensation or permission, except where prohibited by law. Taxes on prizes are the sole responsibility of winners. Winners may not substitute or transfer prizes. Sponsor reserves the right to substitute prizes of equal or greater value should featured prizes become unavailable. This Promotion is offered only in Texas and is governed by the laws of the state of Texas without giving effect to any choice of law rules, and all claims will be resolved in the federal or state courts of Dallas County, Texas.
- 11. **LIMITATIONS OF LIABILITY AND RELEASE:** By entering, entrant agrees to release and hold Sponsor and its parent corporation, affiliates, subsidiaries, suppliers, distributors and each of their respective officers, directors, employees, members, shareholders, representatives and agents ("Released Parties") harmless from and against any liability for injuries, losses, or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Promotion; from acceptance, possession, misuse, or use of a prize; and any liability for taxes, duties, or other levies assessed upon any of the prizes. Except where prohibited by law, by accepting prize, prize recipient grants permission for Sponsor to use her/his name, photograph, voice, likeness, and biographical information for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation, notification, or permission. 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. In particular, Sponsor's employees are not authorized to waive, modify, or amend any provision or provisions of these Official Rules in any manner whatsoever.
- 12. WAIVER. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (A) 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; (B) 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; (C) 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, EXEMPLARY, INDIRECT, SPECIAL, 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; AND (D) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.
- 13. **WINNERS' LIST REQUEST:** For a list of the winners (available thirty (30) days after the Promotion Period), send a self-addressed, stamped envelope (SASE) to: ORANGE LEAF® AZLE TX ANNIVERSARY PARTY INSTORE SWEEPSTAKES, 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254. All requests must be received by sixty (60) days after the end of the Promotion Period.
- 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. **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) any unauthorized access to, or theft, destruction, or alteration of entries at any point in the operation of this Sweepstakes; (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 Sweepstakes; or (d)) incomplete, lost, or late entries.

d. **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.
- e. 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.
- f. 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.
- g. **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 https://www.orangeleafyogurt.com/privacy. 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.
- h. 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.
- i. Jury Waiver. ENTRANT WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES.