

TCBY'S "COMMENT TO WIN" ANNIVERSARY SWEEPSTAKES ("PROMOTION")

PROMOTION OFFICIAL RULES ("OFFICIAL RULES")

TCBY Systems, LLC ("TCBY" or "Sponsor")

NO PURCHASE NECESSARY. OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **ELIGIBILITY.** The Promotion is open only to people 18 years of age or older (as of date of entry) who are legal residents of, and physically located in, one of the fifty (50) states of the United States or the District of Columbia ("Eligible Participants"). Entry is void outside the fifty (50) states of the United States and the District of Columbia and where prohibited or restricted by law. The following people are not eligible to participate in the Promotion: (a) officers, directors, and employees of Sponsor or its parents, subsidiaries, or affiliates; Sponsor's franchisees, advertising, promotion and judging agencies, persons engaged in the development, production or distribution of materials for this Promotion, and persons providing prizes for this Promotion and their affiliates (collectively the "Promotion Parties"), and (b) members of the immediate family or persons living in the same household (whether related or not) as a Promotion Party.

2. **PROMOTION PERIOD.** The Promotion begins at 8:00:00 a.m. Eastern Time on July 6, 2026 and ends at 11:59:59 p.m. Eastern Time on July 12, 2026 ("Promotion Period"). Entries will be accepted only through the entry methods described in these Official Rules for TCBY's Facebook® page (<https://www.facebook.com/tcby>) or Instagram® account (@TCBY) (collectively, the "Social Media Channels").

3. **HOW TO ENTER.** During the Promotion Period, Eligible Participants may enter through Facebook or Instagram by completing the following steps on the applicable TCBY Facebook or Instagram page to receive one (1) entry into the Promotion for that Social Media Channel:

1. Follow @TCBY on Facebook and/or Instagram;
2. Like the official Promotion post; and
3. Comment on the Promotion post sharing your favorite TCBY memory.

A valid social media entry must include completion of all three (3) steps above.

If Sponsor reposts, shares, or otherwise republishes any entry or participant-submitted content, Sponsor will accompany that use with a disclosure of the sweepstakes nature of the content, consistent with applicable FTC endorsement guidelines.

Alternate Method of Entry (“AMOE”). To enter without using Facebook or Instagram, an Eligible Participant may send an email during the Promotion Period to marketing@tcby.com with the subject line “TCBY 45th Anniversary Social Media Sweepstakes 2026 AMOE” and include the Eligible Participant’s full name, email address, state of residence, favorite TCBY memory, and the Social Media Channel drawing (Facebook or Instagram) for which the entry is submitted. By submitting an AMOE entry, the Eligible Participant agrees to be bound by these Official Rules, including the publicity release and user-generated content provisions. No Facebook, Instagram, or other social media account is required to enter by AMOE. AMOE entries will have the same odds of winning and the same prize eligibility as social media entries for the applicable Social Media Channel drawing. The same entry limits apply across all methods of entry. Sponsor reserves the right to post AMOE entries on its Social Media Channels, subject to these Official Rules. Sponsor is not responsible for entries that are lost, misdirected, incomplete, illegible, delayed, not received for any reason, or not made in accordance with these Official Rules.

No purchase is necessary to enter or win. A purchase will not increase the chances of winning. Each social media entry or AMOE entry that Sponsor determines, in its sole discretion, satisfies the applicable requirements described above will be deemed an "Eligible Entry."

Limit one (1) Eligible Entry per person per Social Media Channel, regardless of method of entry, for a maximum of two (2) Eligible Entries per person during the Promotion Period if entering once for Facebook and once for Instagram. Sponsor is not responsible for entries not made in accordance with the Official Rules. Sponsor will not be responsible for incomplete, incorrect, inaccurate or illegible entries.

4. SELECTION OF WINNERS. There will be six (6) Winners total, with three (3) Winners selected from Eligible Entries allocated to Facebook and three (3) Winners selected from Eligible Entries allocated to Instagram (each a “Winner”). Each Winner will be selected on or about July 13, 2026 by random drawing from among all Eligible Entries received by Sponsor for the applicable Social Media Channel during the Promotion Period. Sponsor will use the [Comment Picker](#) selection tool to assist with selecting Winners from Eligible Entries submitted on the applicable Social Media Channels and will include AMOE entries in the applicable Social Media Channel drawing through an equivalent random selection process so that AMOE entries receive equal odds and full prize eligibility. There will be as many random drawings as there are participating Social Media Channels. Each random drawing

will be conducted by Sponsor or an independent judging agency of Sponsor's choosing, whose decisions regarding the Promotion are final in all respects and binding upon Eligible Participants and Winners.

Odds of winning a prize are dependent upon the number of Eligible Entries received by Sponsor for the applicable Social Media Channel drawing, regardless of method of entry.

5. NOTIFICATION, VERIFICATION, AND FORFEITURE OF WINNERS. Sponsor intends to announce potential Winners on or about July 13, 2026 by tagging them in the social media announcement and notifying them by private or direct message on the applicable Social Media Channel; potential Winners who submitted an AMOE entry will be notified by email using the email address provided with the AMOE entry. If a potential Winner's account is private, direct messages are unavailable, Sponsor cannot deliver a message, or Sponsor otherwise cannot contact the potential Winner using the information reasonably available to Sponsor, Sponsor may require the potential Winner to contact Sponsor or otherwise verify eligibility within 72 hours of Sponsor's attempted notification.

Before being confirmed as a Winner or receiving a Prize, each potential Winner may be required to verify eligibility, provide a valid mailing address for prize fulfillment, and execute and return a release of liability and publicity release and, if required by Sponsor, an affidavit of eligibility and any other documentation reasonably required by Sponsor, within the timeframe specified by Sponsor.

If a potential Winner fails to respond within the required timeframe, cannot be contacted, is found to be ineligible, fails to provide required information or documentation, declines the Prize, or if the Prize or prize notification is returned as undeliverable or remains unclaimed, the potential Winner may be disqualified and the Prize forfeited. In that event, Sponsor may select an alternate Winner at random from among the remaining Eligible Entries for the applicable Social Media Channel drawing.

6. PRIZE AND PRIZE RESTRICTIONS. Each Winner will receive one (1) TCBY gift card in the amount of \$25 and one (1) limited-edition 45th Anniversary Prize Pack (the "Prize"). Approximate retail value ("ARV") of each Prize is \$125; six (6) Prizes will be awarded; total ARV of all Prizes is \$750. Sponsor anticipates shipping Prizes by July 17, 2026, with estimated receipt by July 27, 2026, subject to shipping conditions and Winner verification. Gift cards are subject to issuer terms and conditions and applicable law. [Sponsor to confirm whether lost, stolen, or unused gift card balances will be replaced; as drafted, lost, stolen, or unused gift card balances will not be replaced except as required by issuer terms and conditions or applicable law.] Winners are required to take the Prize "as is" and will not be allowed to request a cash equivalent or alternative product or prize; however, Sponsor reserves the right

to substitute prizes so long as any substituted prize(s) are of an approximately equivalent value to the aggregate prize retail value. Federal, state and local taxes are the responsibility of the Winner. If required by law, Sponsor will issue a Form 1099-MISC or other applicable tax documentation to each Winner for the value of the Prize awarded.

7. **BINDING EFFECT.** By submitting an entry, Eligible Participants agree to be bound by these Official Rules, and failure to comply with these Official Rules may result in disqualification. All federal, state, and local laws and regulations apply.

8. **GENERAL CONDITIONS OF PARTICIPATION.** Sponsor's decisions are final on all matters related to this Promotion. Sponsor is not responsible for incomplete, lost, late, delayed, or garbled entries or emails, incorrect or inaccurate capture of entry information, including, but not limited to, technical malfunctions, human or technical error, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, or any combination thereof.

Sponsor reserves the right, without prior notice, to terminate this Promotion, in whole or in part, or modify this Promotion in any way, and for any reason, including without limitation, if it determines in its sole discretion, that fraud, technical failures or any other factor beyond its reasonable control impairs the integrity of the Promotion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or to be acting in violation of these Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion is 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 Official Rules shall not constitute a waiver of that provision.

By participating in this Promotion, each Eligible Participant releases and agrees to hold harmless Sponsor, the Promotion Parties, Meta Platforms, Inc., Facebook, Instagram, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents from any and all claims, demands, losses, damages, liabilities, costs, and expenses arising from or related to participation in the Promotion, acceptance, possession, use or misuse of any Prize, or any Promotion-related activity. The Promotion is in no way sponsored, endorsed, administered by, or associated with Meta Platforms, Inc., Facebook, or Instagram.

9. **PUBLICITY RELEASE; USER-GENERATED CONTENT.** By entering the Promotion by any method, including by commenting on a Promotion post or submitting an AMOE entry by email, each Eligible Participant grants to Sponsor and its designees the unrestricted, non-exclusive, royalty-free, irrevocable, perpetual, worldwide right and license, where permitted by law, to use the Eligible Participant's name, photograph, likeness, voice, biographical and

personal background information, statements, social media handle, entry, story, favorite TCBY memory, and any notes, photographs, film, video, audio, text, or other materials submitted or made available in connection with the Promotion (collectively, the “Content”), without further compensation, consideration, notice, review, approval, or permission from the Eligible Participant or any third party, and to reproduce, copy, modify, edit, excerpt, create derivative works of, display, perform, exhibit, distribute, transmit, broadcast, publish, post, repost, and otherwise use and permit to be used the Content or any part thereof, alone or in combination with other materials, in any media or embodiment now known or hereafter developed, in connection with Sponsor’s and its designees’ advertising, promotion, publicity, trade, sweepstakes, other promotions, activities, or materials relating to the TCBY brand or the Promotion.

Each Eligible Participant represents and warrants that he or she owns or has obtained all rights, licenses, consents, and permissions necessary to submit the entry and Content and to grant the rights described in these Official Rules; that submission and Sponsor’s use of the entry and Content will not infringe, misappropriate, or otherwise violate any third-party rights; and that any persons named, referenced, or depicted in the entry or Content have consented to the submission and to Sponsor’s use of the entry and Content as described in these Official Rules.

Entries and Content must not be unlawful, defamatory, obscene, pornographic, hateful, threatening, harassing, discriminatory, invasive of privacy or publicity rights, infringing, or otherwise objectionable, and must not contain content that Sponsor determines, in its sole discretion, is inconsistent with Sponsor’s brand or the integrity of the Promotion. Sponsor has the right, but not the obligation, to review, monitor, repost, share, edit, excerpt, decline to post, remove, or otherwise use or not use any entry or Content in its sole discretion.

To the fullest extent permitted by applicable law, each Eligible Participant waives any moral rights, droit moral, or similar rights in the entry or Content and acknowledges that submission of an entry or Content creates no employment, agency, partnership, joint venture, compensation, approval, or other rights against Sponsor or any Promotion Party.

10. **PRIVACY; DATA COLLECTION.** Information provided by Eligible Participants for this Promotion will be used solely for Promotion administration, Winner notification and verification, prize fulfillment, and related legal compliance, and will otherwise be handled in accordance with Sponsor’s privacy policy located at <https://www.tcb.com/privacy-policy/>.

11. **SPONSOR.** The Promotion is sponsored by TCBY Systems, LLC with headquarter offices at 430 Park Avenue, Floor 16, New York, NY 10022, (800) 348-6311.

12. LIST OF WINNERS. A list of Winners may be obtained by sending a self-addressed, stamped envelope to TCBY, Attn: Marketing Director at Sponsor's headquarter offices at the address shown above no later than August 11, 2026. Residents of Vermont may omit return postage.

13. DISPUTES. By entering the Promotion, each Eligible Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, other than the administration of the Promotion, shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in New York, New York (USA); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will an Eligible Participant be permitted to obtain awards for, and each Eligible Participant hereby waives all rights to claim punitive, incidental or consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York (USA), without giving effect to any choice of law or conflict of law rules.

14. DISCLAIMER OF WARRANTIES. SPONSOR MAKES NO WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE IN CONNECTION WITH THE PROMOTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED 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. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.