

NOTE: Effective July 24, 2024, participants are limited to four (4) total game plays throughout the Promotion Period in an effort to limit fraudulent game plays.

**Ruby Tuesday's Endless Summer Promotion
OFFICIAL RULES**

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Ruby Tuesday Endless Summer Promotion (the "**Promotion**") begins on June 4, 2024 at 12:00:01 a.m. Eastern Time ("**ET**") and ends on September 9, 2024 at 11:59:59 p.m. ET (the "**Promotion Period**"). The Promotion allows eligible entrants the chance to play an instant win game wherein one (1) "Grand Prize" is available along with "Instant Win Prizes" and "Food Prizes/Offers" (all as defined below). Only the first 500,000 instant win game plays will be considered for the Grand Prize. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Ruby Tuesday Operations LLC, 210 Simmons St., Maryville, TN 37801 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the fifty (50) United States and Washington D.C. who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of Sponsor, its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and employees and non-employee workers of The Coca-Cola Company and Coca-Cola bottlers ("**Coke Entities**"), any successor or assignee of the foregoing, and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize. Promotion is void where prohibited by law. Neither The Coca-Cola Company nor its affiliates, subsidiaries, joint ventures, bottlers or customers are a sponsor of this Promotion and shall bear no responsibility or liability for any aspect of the administration of the Promotion.

HOW IT WORKS: During the Promotion Period, scan the QR code on display at participating Ruby Tuesday locations using the camera on your wireless phone and click on the link to be redirected to the Promotion website or go directly to visit RubyTuesday.com/SummerSweeps (the "**Website**"). At the Website, provide your email address. You will then receive an email with a link to the game. Click on the link to be directed to the game, complete the registration form as directed and then check the box agreeing to these Official Rules and Sponsor's Privacy Policy and follow the on-screen instructions to play the game. Once you have completed the game, you will be informed immediately whether you have won a prize (subject to verification of eligibility) and instructions on how to claim the prize. **Limit one (1) game play per person per day and four (4) game plays total during the Promotion Period. For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 a.m. ET and ending at 11:59:59 p.m. ET.** Game plays in excess of the foregoing stated limitation will be void.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's [Privacy Policy](#).

Grand Prize Winner Determination: Prior to the start of the Promotion Period, Sponsor will randomly determine one (1) prize determination number (the "**Prize Determination Number**"). At the time of participation, one (1) number will be randomly generated with your game play (the "**Participant Number**"). If the Prize Determination Number and the participant's Participant Number match identically and in order, the participant will be a potential winner of the Grand Prize, subject to verification of eligibility and compliance with these Official Rules. If there is a potential

Grand Prize winner, such Grand Prize winner will receive instructions on screen at the time of Grand Prize winner determination on how to verify eligibility and claim the Grand Prize.

Instant Win Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each Instant Win Prize available. If you are the first participant to play the game at or after one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize during your online session. If you receive a message that contains any message other than a winning prize message, you are not a prize winner.

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 utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. 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. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration, as long as such person is otherwise eligible in accordance with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT 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 PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

PRIZES/ODDS:

Grand Prize:

One (1) Grand Prize is available. The Grand Prize consists of \$1,000,000. **THERE IS NO GUARANTEE THAT THE GRAND PRIZE WILL BE AWARDED.** The odds of winning the Grand Prize are 1:24,000,000.

Instant Win Prizes:

Odds of winning an Instant Win Prize depend on the total number of eligible game plays and the time and date upon which they are entered

Two (2) Racing Prizes are available. Each Racing Prize consists of the opportunity for the winner and one (1) guest to attend the stock car race currently scheduled to take place on February 16, 2025 in Daytona Beach, FL. Prize includes a) two (2) Delta Air Lines vouchers (subject to separate terms and conditions imposed by Delta); b) three (3) nights hotel accommodations in Daytona Beach, FL on dates designated by Sponsor (one room, double occupancy); c) two (2) grandstand tickets to the Friday and Saturday races; d) two (2) admission tickets to the 2025 big race in Daytona Beach, FL; e) VIP credentials for the Sunday race day; and f) a private meet & greet with a member of the Coca-Cola Racing family (subject to availability) and a tour of the premier series garage. The approximate retail value (“ARV”) of each Racing Prize is \$6,250. Travel and all elements of this prize must be taken/used on dates designated by Sponsor.

Two (2) Las Vegas Experience Prizes are available. The Las Vegas Experience Prize consists of: a) two (2) Delta Air Lines vouchers (subject to separate terms and conditions imposed by Delta); b) three (3) nights hotel accommodations in Las Vegas, NV (one room, double occupancy); and d) a \$500 prepaid gift card which may be used for expenses. The ARV of each Las Vegas Experience Prize is \$1,690. Travel must take be completed by December 31, 2025. Certain restrictions and black out dates may apply. Guest of winner must be twenty-one (21) years of age or older.

Fifty (50) AMC Theater Tickets are available which consist of two (2) movie admissions per prize with an ARV of \$21 ea. In the event a winner lives beyond a thirty (30) mile radius of an AMC Theater, winner will receive a \$25 Ruby Tuesday gift card.

Fifty (50) \$100 Shell Gift Card Prizes are available.

Fifty (50) \$100 Walmart Gift Card Prizes are available.

Fifty (50) \$100 American Express Gift Card Prizes are available.

Food Prizes/Ooffers:

One Hundred Forty-Two Thousand Seven Hundred Fifty-Five (142,755) Appetizer Prizes are available (27,033 in Florida) with an ARV of \$11.36 ea. Odds: 1:7.7

Fifty-Seven Thousand One Hundred and Two (57,102) Non-Alcoholic Beverage Prizes are available (10,813 in Florida) with an ARV of \$3.34 ea. Odds: 1:19.2

Eighty-Five Thousand Six Hundred Fifty-Three (85,653) Add-on Garden Bar Prizes are available (16,220 in Florida) with an ARV of \$6.07 ea. Odds: 1:12.8

One Hundred and Eight Thousand Four Hundred and Ninety-Four (108,494) Entrees Prizes are available (20,545 in Florida) with an ARV of \$14.69 ea. Odds: 1:10.1

One Hundred Thirty-One Thousand Three Hundred Thirty-Four (131,334) Dessert Prizes are available (24,870 in Florida) with an ARV of \$7.94 ea. Odds: 1:8.3

One Hundred Thirty-One Thousand Three Hundred Thirty-Four (131,334) 1,000 Ruby Rewards Bonus Rubies are available (24,870 in Florida) with an ARV of \$10 ea. Odds: 1:83.3. In order to claim this prize, winner must have a Ruby Rewards account and have downloaded the Ruby

Rewards App from the applicable App store. Registering for the Ruby Rewards program and the Ruby Rewards App are free. For more information, visit <https://www.rubytuesday.com/rewards/>. Data charges may apply to downloading the App.

Eighty-Five Thousand Six Hundred Fifty-Three (85,653) Add-on Garden Bar Offers are available (16,220 in Florida) with an ARV of \$6.07 ea. Odds: 1:12.8. Add-on Garden Bar Offer provides a free Garden Bar with the purchase of an entrée.

Food Prizes/Offer will be delivered digitally and must be used within fourteen (14) days of receipt.

Food Prizes/Offer are randomly seeded based on the odds stated above for each Food Prize/Offer available. Number of Food Prizes/Offer available are based on the anticipated number of game plays during the Promotion Period. The actual number of Food Prizes/Offer awarded may be greater or less than the number of awards stated above depending on the number of game plays actually completed during the Promotion Period. A limit of one (1) Food Prize per person may be redeemed during any visit.

Additional taxes/fees/surcharges/inspection and security fees may apply to use of Delta Airlines Vouchers. Any tax liability or other government imposed fees imposed on use of the Delta Airlines Vouchers are the sole responsibility of the winner. Prizes consist only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, baggage fees, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the prizes and all such expenses are the sole responsibility of Winner. SkyMiles mileage credit will NOT be awarded for travel with Delta Airlines Voucher. Additional terms and conditions apply to the use of the Delta Airlines Voucher and will be provided to confirmed winners. Prize winners will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Sponsor reserves the right to select hotels in its sole discretion.

Tickets are subject to terms and conditions specified by the issuer, and winners and guest(s) agree to comply with such terms and conditions as well as with all event and venue rules and regulations. Exact location of seats to be determined solely by Sponsor. No substitutions, cash equivalents, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right, where legally permissible, to substitute a prize (or portion thereof) with one of comparable or greater value, except as otherwise provided herein. Prize may not be sold, bartered or exchanged by the winner. Promotion Entities are not responsible for damage to a prize or loss of a prize after the prize has been delivered to a confirmed winner. Sponsor and Administrator make no warranties, and hereby disclaim any and all warranties, expressed or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. At Sponsors' sole discretion, prize may vary from what has been advertised, pictured, etc. All prize details not specified in these Official Rules will be determined solely by the Sponsor. Sponsor will not provide any transportation to/from the event.

Airline vouchers are valid only on Delta Air Lines operated, published, scheduled service only from the airport nearest the winner's residence served by Delta within the contiguous United States. If a winner does not live in a city served by Delta Air Lines, the winner is responsible for transportation to and from the nearest airport served by Delta Air Lines. Airline vouchers will not be refunded or redeemed for cash or credit at any time and are subject to all terms and conditions of use as established by Delta Air Lines. Expiration dates will not be extended. Certain restrictions may apply.

The prize will be forfeited if: (1) winner is not available to travel on the date specified by the Sponsor; or (2) proper travel documents (e.g., photo id, passport, etc.) are not obtained by the prize winner by the date specified by the Sponsor. The prize winner and his or her travel companions must travel together on the same itinerary. The prize winner and his/her guests are bound by the

terms and conditions of all airlines and other third-party service providers used in connection with the prize.

Trip components are subject to change without notice. A deposit or payment in advance, or presentation of a credit card by the prize winner, may be required at the time of check-in at the hotel. Unless otherwise noted, any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the prize winner is solely responsible for any charges or fees arising from changes made directly with the hotel. Guests traveling with a travel prize winner must, at time of prize fulfillment, be at least twenty-one (21) years of age. Travel prize winners and their guests are solely responsible for obtaining any travel insurance (and all other forms of insurance) that they wish to obtain at their own expense and hereby acknowledge that the Promotion Entities have not and will not obtain or provide travel insurance or any other form of insurance. Travel prize winners and their guests agree that the Promotion Entities are not responsible in any way for any additional expenses, omissions, delays or re-routing resulting from any acts of any government or authority and acknowledge that they are solely responsible for any actions, claims or liabilities of their guests related to any Promotion or prize-related activity, including, without limitation, any actions, claims or liabilities related to a guest's use of the prize. Sponsor is not responsible if tickets, wristbands, etc. are lost, stolen, or misplaced or if any booked transportation is missed for any reason by the prize winner or their guest and none will be replaced.

Promotion Entities reserve the right, at their discretion, to remove or to deny entry of any travel prize winner or their guests who engages in a disorderly or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at any event while at the prize-related event. Exact dates and locations are subject to change and are at the sole discretion of the Sponsor.

If any event listed in a prize description, in part or in its entirety, is unable to take place as planned for reasons including, but not limited to, scheduling conflicts, cancellations, postponements, delays, an event of force majeure (any acts of God, natural catastrophes, public enemies, war, acts of terrorism, civil commotion, riot, strikes or labor difficulties, lockout, judicial or government order, or other requirement of law, or national emergencies or any other cause beyond the Sponsor's reasonable control), an unforeseeable health event (e.g., pandemic or epidemic), or for any other reason whatsoever, then the Sponsor will have no obligation to award compensation in lieu thereof.

The total ARV of all prizes available in this promotion is \$5,296,126 and the total ARV of all prizes available in Florida is \$1,922,696.

UNCLAIMED/UNREDEEMED INSTANT WIN PRIZES AND FOOD PRIZES/OFFERS WILL NOT BE AWARDED.

Limit one (1) Instant Win Prize per person throughout the Promotion Period. Limit one (1) Food Prize/Offer per person per day.

GENERAL PRIZE/OFFER CONDITIONS: Winners 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/offer. Any potential Grand Prize winner must sign and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified. In such event, at the discretion of Sponsor, the Grand Prize will either not be awarded or a new Prize Determination Number will be selected.

GENERAL; RELEASE OF PROMOTION ENTITIES: Acceptance of a prize/offer constitutes prize/offer winner's irrevocable permission for Sponsor and its designees to use prize/offer 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 compensation. Entrants agree that the Promotion Entities and Coke Entities (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 Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such prize's/offer'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 or wireless phone which is occasioned by participating in the Promotion, 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 submissions or prize/offer 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 Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, 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. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion 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 Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued 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. In the event that 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.

By entering the Promotion, you release and waive any claims you may have against the Promotion Entities for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including, without limitation, attorney's fees) resulting from acceptance, use, or misuse of any prize/offer or any element thereof or from participation in this Promotion. You further 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 acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

BY ENTERING THE PROMOTION, YOU 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 PROMOTION, OR ANY PRIZE/OFFER

AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00); AND (3) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

GOVERNING LAW; ARBITRATION: 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 PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TENNESSEE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. By entering the Promotion, you hereby agree that any and all disputes, claims, causes of action, and controversies (“**Claims**”) arising out of or in connection with the Promotion shall be resolved by arbitration, pursuant to this provision, at Maryville, Tennessee in accordance with the commercial arbitration rules of the American Arbitration Association. Said arbitration shall be conducted by a panel of arbitrators and all proceedings shall be conducted in the English language. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and you alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and you alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

WINNER'S LIST: For the name of the Grand Prize winner, if any, send a self- addressed, stamped envelope to: Ruby Tuesday Endless Summer Promotion, 210 Simmons St., Maryville, TN 37801. All such requests must be received within six (6) weeks after the end of the Promotion Period.