Ruby Tuesday Spin Tue Win Promotion OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Ruby Tuesday Spin Tue Win Promotion (the "**Promotion**") begins on June 28, 2022 at 12:00:01 a.m. Eastern Time ("**ET**") and ends on September 5, 2022 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 five (5) "Trip Prizes" and "Food Prizes" (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, 216 East Church Ave., Maryville, TN 37804 ("**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 parent, 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**") 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, visit rubyspintuewin.com (the "Website"). At the Website, 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 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 above 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 <u>Privacy Policy.</u>

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.

Trip Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each Trip 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.

Trip Prizes:

One (1) Racing Prize is available. The Racing Prize consists of the opportunity for the winner and one (1) guest to attend the big 2023 race in Daytona Beach, FL currently scheduled to take

place on February 19, 2023. 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) admission tickets to the 2023 big race in Daytona Beach, FL; d) access to the premier track club with catered food and beverages during the race; e) a private meet & greet with a member of the Coca-Cola Racing family (subject to availability) and a tour of the premier series garage; f) two (2) VIP Access Credentials; g) Pre-Race Pit Access with fan zone access; h) access to Victory Lane post race; and i) two (2) Coca-Cola Amenity Bags. The approximate retail value ("ARV") of the Racing Prize is \$6,500.

One (1) Austin City Limits Festival Prize is available. The Austin City Limits Festival Prize consists of the opportunity for the winner and one (1) guest to attend the 2022 Austin City Limits Festival currently scheduled to take place from October 14, 2022 – October 16, 2022 in Austin, TX. 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 Austin, TX on dates designated by Sponsor (one room, double occupancy); c) two (2) general admission tickets to the Austin City Limits music festival; d) an Austin City Limits Festival Survival Kit with Festival essentials; and e) two (2) Official Austin City Limits Festival Merchandise items per attendee. The ARV of the Austin City Limits Festival Prize is \$3,850.

One (1) Firefly Festival Prize is available. The Firefly Festival Prize consists of the opportunity for the winner and one (1) guest to attend the 2022 Firefly Festival currently scheduled to take place from September 22, 2022 – September 25, 2022 in Dover, DE. Prize includes a) private glamping area right in the heart of the festival consisting of a 20' x 40' camping space with parking for one (1) vehicle with a private safari tent equipped with canvas flooring, two (2) twin beds, pillows, a full linen package and down comforter and a private, air-conditioned restroom and shower facilities; b) access to exclusive hospitality lounge; c) daily brunch service (including coffee); d) access to an expedited check-in process (bypass the Tollbooth) and an expedited entry lane at festival entrance; and e) two (2) Delta Air Lines vouchers (subject to separate terms and conditions imposed by Delta). The ARV of the Firefly Festival Prize is \$3,936.97.

One (1) Music Midtown Festival Prize is available. The Music Midtown Festival Prize consists of the opportunity for the winner and one (1) guest to attend the 2022 Music Midtown Festival currently scheduled to take place from September 17, 2022 – September 18, 2022 in Atlanta, GA. 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 Atlanta, GA (one room, double occupancy); c) two (2) 2-Day SUPER VIP Tickets that provide admittance to the park for both days of the festival and include all of the standard VIP amenities, plus dedicated Super VIP Festival Entrances, access to air conditioned Super VIP only "Luxury Lounge" located at the Main Stage, access to exclusive VIP Amenities in the "Luxury Lounge" including lounge seating, phone charging stations. The ARV of the Music Midtown Festival Prize is \$4,771.82.

One (1) Lollapalooza Prize is available. The Lollapalooza Prize consists of the opportunity for the winner and one (1) guest to attend Lollapalooza currently scheduled to take place from July 28, 2022 – July 31, 2022 in Chicago, IL. Prize includes a) two (2) Delta Air Lines vouchers (subject to separate terms and conditions imposed by Delta); b) four (4) nights hotel accommodations at the JW Marriott Chicago (one room, double occupancy); c) two (2) festival passes for Lollapalooza; and d) two (2) goodie bags. The ARV of the Lollapalooza Prize is \$4,328.70.

Travel and all elements of the Trip Prizes must be taken/used on dates designated by Sponsor. Winners' guests must be eighteen (18) years of age or older and must sign and return a Liability/Publicity Release prior to ticketing of the prize. 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. In the event a winner and/or their guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or their guest home with no further compensation. If a Trip Prize winner is unable to participate in the trip during the dates designated by Sponsor, the prize will be forfeited in its entirety. In the event a Trip Prize winner is able to participate in the trip during the dates designated by Sponsor but any component listed in the prize description does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then the Sponsor reserves the right to award the remainder of the prize with no further obligation to the winner.

Food Prizes:

Ten Thousand (10,000) Coupons good for a Coconut Shrimp Appetizer at Ruby Tuesday are available with an ARV of \$11.99 each. Odds: 2:23

Ten Thousand (10,000) Coupons good for a Ruby's Cheeseburger and a Coca-Cola at Ruby Tuesday are available with an ARV of \$12.99 each. Odds: 2:23

Five Thousand (5,000) Coupons good for a Garden Bar entrée are available with an ARV of \$12.49 each. Odds: 2:23

Ten Thousand (10,000) Coupons good for an Ultimate Chicken Sandwich at Ruby Tuesday are available with an ARV of \$11.99 each. Odds: 2:23

Ten Thousand (10,000) Coupons good for a Crispy Mozzarella Sticks at Ruby Tuesday are available with an ARV of \$8.99 each. Odds: 2:23

Nine Thousand (9,000) Coupons good for a Philly Cheesesteak Hoagie at Ruby Tuesday are available with an ARV of \$13.49. Odds: 2:23

Five Thousand (5,000) Coupons good for a Chocolate Lava Cake at Ruby Tuesday available with an ARV of \$6.99. Odds: 2:23

Four Thousand (4,000) Coupons good for an order of Boneless Wings at Ruby Tuesday are available with an ARV of \$11.99. Odds: 2:23

Food Prizes are randomly seeded based on the odds stated above for each Food Prize available. Number of Food Prizes available are based on the anticipated number of game plays during the Promotion Period. The actual number of Food Prizes 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. Free product coupons expire on October 5, 2022. A limit of one (1) Food Prize coupon may be redeemed during any visit. Coupons won in-store can only be redeemed upon next visit.

The total ARV of all prizes available in this promotion is \$1,749,757.49.

UNCLAIMED/UNREDEEMED GIFT CARD AND FOOD PRIZES WILL NOT BE AWARDED.

Limit one (1) prize per person per day.

GENERAL PRIZE 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. Any potential Grand Prize winner or Trip 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 or Trip Prize, as applicable, will either not be awarded or, in the case of the Grand Prize a new Prize Determination Number will be selected, or, in the case of Trip Prize, it will be re-seeded into the prize pool.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize 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. 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, 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 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 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 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 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.

GOVERNING LAW: 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.

WINNER'S LIST: For the names of winners of prizes valued at \$25 or more, send a self-addressed, stamped envelope to: Ruby Tuesday Spin Tue Win Promotion, 216 E. Church Ave, Maryville, TN 37804. All such requests must be received within six (6) weeks after the end of the Promotion Period.