DROP APPLICATION
PROMOTIONAL TERMS AND CONDITIONS

Effective date: 2026-10-15 **Last updated:** 2026-10-12

These Promotional Terms and Conditions ("Promotional Terms") govern promotional features offered through the Drop website, installable web application, and related services (the "Service"), including sponsored or special "Blue Drops," gifts, discounts, gift cards, prizes, challenges, contests, and rewards (collectively, "Promotions"). These Promotional Terms supplement the Drop Terms of Service and Community Guidelines and Safety Policy; the separate Privacy Policy describes personal-information practices. By participating in a Promotion, you agree to these Promotional Terms and any promotion-specific terms or official rules presented to you ("Promotion Rules"). Where the Promotion Rules and these Promotional Terms conflict, the more specific Promotion Rules govern that Promotion, except where prohibited by law.

1. Types of Promotions and Their Sponsors

1. **Guaranteed offers and rewards.** A Promotion may provide a specified discount, gift, credit, or reward to qualifying participants, subject to stated limits, inventory, eligibility, and redemption conditions.
2. **Skill-based contests.** A Promotion may award prizes based on stated skill-based judging criteria. Separate contest rules must identify the judging process, criteria, prizes, and applicable restrictions before the contest begins.
3. **Chance-based sweepstakes.** A Promotion may award prizes through random selection. Each sweepstakes must have separate official rules, including a legally compliant free method of entry and a statement that no purchase is necessary where required by law.
4. **Sponsor identity.** The Promotion Rules or offer disclosures will identify the party offering and responsible for a Promotion (the "Sponsor") and, if different, its administrator. Drop may act as Sponsor, administrator, platform provider, or some combination, as expressly identified in the applicable Promotion Rules. Merely displaying a third-party Promotion does not mean Drop is its Sponsor or guarantor.

2. Eligibility and Participation

Participation is available only to persons who (a) meet the Service's minimum age requirement of 18 years; (b) reside in an eligible geographic area; (c) satisfy the applicable Promotion Rules; and (d) are not prohibited from participating by law. Promotions may impose additional age, residency, employee, household, account, or other restrictions. Participation is void where prohibited. A user may not create multiple accounts, use bots, falsify location, impersonate another person, or manipulate eligibility or collection activity. Drop or the Sponsor may verify eligibility and disqualify entries obtained through fraud, abuse, or violation of applicable rules.

3. Promotion Disclosures and Official Rules

Each Promotion involving a material prize or chance- or skill-based award must state, as applicable: the Sponsor's legal name and contact information; eligible locations and participants; start and end dates and time zone; method of entry or qualification; limits per person; any free entry method; how winners are selected; judging or odds information where required; prize description and approximate

retail value; quantity and availability; claim and redemption deadlines; any required verification; and material restrictions. **No chance-based prize Promotion may be launched solely under these general Promotional Terms; separate legally reviewed official rules are required.** Drop may decline to publish a Promotion until required information and documentation are supplied.

4. No Purchase Necessary for Applicable Sweepstakes

Where a Promotion is a sweepstakes or otherwise subject to a no-purchase requirement, **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN, AND A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.** The applicable Promotion Rules must provide a genuine, reasonably accessible free method of entry with equal treatment where required. Users must not be required to purchase additional Drops, view paid advertisements, or pay a fee as a condition of entering such a sweepstakes. This section does not mean every discount, guaranteed offer, or bona fide skill contest is a sweepstakes.

5. Location-Based Collection and Safety

1. A Promotion or Blue Drop may appear within a specified discovery radius, but display does not guarantee that a location is accessible, open, safe, or lawful to enter. GPS and availability information may be inaccurate or delayed.
2. **Never interact with Drop while driving.** Park safely and legally before viewing, creating, or collecting a Drop. Do not enter roads, railway tracks, restricted areas, private property without permission, hazardous terrain, or closed businesses to obtain a reward.
3. No Promotion requires immediate collection, trespassing, dangerous conduct, confrontation, or violation of any law or property rule. Do not participate if conditions appear unsafe.
4. Sponsors must not place physical rewards or direct participants to locations that create unreasonable safety risks, obstruct public access, or lack required property permissions.
5. Report unsafe, misleading, suspicious, or unlawful Promotions using the Service's reporting tools or the safety contact listed below. For emergencies, contact local emergency services.

6. Rewards, Availability, and Redemption

Rewards may be limited by inventory, geography, participating locations, time, account, or household. Unless the Promotion Rules say otherwise, rewards have no cash alternative, are nontransferable, and cannot be combined with other offers. A digital collection indicator is not itself proof that a third party has accepted redemption. Gift cards and vouchers may be subject to issuer terms and applicable gift-card laws. Users are responsible for reviewing stated expiration dates and redemption instructions; statutory restrictions on gift-card expiration or fees control where applicable. A Sponsor may require reasonable proof of eligibility, identity, or fulfillment information before issuing a prize. If a stated prize becomes unavailable, any substitution must comply with the Promotion Rules and applicable law. Drop and Sponsors must not retroactively change material terms in a manner prohibited by law.

7. Third-Party Sponsored Promotions

Third-party Sponsors are responsible for the accuracy of their offers, required disclosures, prize inventory, lawful fulfillment, and any warranties or representations they independently make. Drop may provide discovery, eligibility, technical administration, or collection tools as described in the applicable Promotion

Rules. Drop does not guarantee a third party's products, services, safety, business hours, or performance. **Nothing in this section eliminates liability for Drop's own acts or obligations where applicable law imposes it.** Complaints about nonfulfillment may be reported to Drop, and Drop may restrict or remove misleading Promotions.

8. Physical Prizes and User-Supplied Gifts

Unattended physical Drops containing food, beverages, medications, or other consumables are prohibited unless expressly authorized by Drop in writing under an approved promotional program that meets applicable safety and legal requirements. A digital voucher redeemed at a legitimate business is not an unattended physical consumable Drop. Where physical rewards are permitted, the provider must have the legal right and any required permission to place or distribute them. Weapons, explosives, illegal drugs, hazardous materials, unsafe consumables, suspicious packages, and other prohibited goods may not be offered as physical Drops. Users must not consume, open, or handle an item that appears unsafe. Unless Drop expressly identifies itself as the provider, Drop does not inspect or certify user- or Sponsor-provided physical objects. Any shipping, pickup, age verification, or handling conditions must be disclosed in the applicable Promotion Rules.

9. Prize Taxes and Documentation

Winners are responsible for taxes on prizes to the extent required by law. The Sponsor or prize administrator may request tax documentation and issue applicable tax forms when legally required. A winner's failure to provide legally required information may result in withholding, delayed fulfillment, or forfeiture as permitted by the Promotion Rules and law. Any stated prize value is an estimate and does not constitute tax advice.

10. Advertising, Endorsements, and Transparency

Sponsored Drops and paid promotional content must be clearly identified as sponsored or advertising where required by applicable law. Users and creators who receive compensation, free products, or other material benefits to promote a Drop must make legally required disclosures. Sponsors and creators must not make deceptive claims, fabricate prizes, misrepresent availability, or create false urgency. The Sponsor is responsible for substantiating its promotional claims; Drop may reject or remove misleading content.

11. Fraud Prevention and Enforcement

Drop and the Sponsor may reject, suspend, cancel, or investigate participation reasonably suspected to involve fraud, location spoofing, automated collection, duplicate accounts, tampering, harassment, unsafe conduct, or other violations. Measures may include withholding a disputed reward during review, invalidating fraudulent entries, removing Promotions, and suspending or terminating accounts, subject to applicable law and the Promotion Rules. Enforcement decisions may be reviewed through available support channels. We may preserve evidence and cooperate with lawful investigations.

12. Cancellations, Errors, and Technical Problems

A Promotion may be interrupted by outages, incorrect listings, GPS inaccuracies, unauthorized interference, or other events. Subject to applicable law and the Promotion Rules, Drop or the Sponsor may correct errors, pause a Promotion, or cancel it when continued operation is unlawful, unsafe, or

materially compromised. Where required, affected participants will receive appropriate notice, remedies, or an alternative method of administration. Neither Drop nor a Sponsor may use this section to evade an otherwise binding legal obligation to provide an earned prize.

13. Privacy and Publicity

Personal information used for eligibility, collection, prize fulfillment, fraud prevention, or support is handled as described in Drop's Privacy Policy and, where applicable, the Sponsor's disclosed privacy notice. Drop does not provide personal information to advertisers for independent advertising targeting as part of its current practices. However, when you collect, like, comment on, or redeem a business Drop, the business may receive information associated with that interaction, such as your displayed name, activity notification, or redemption code, as described in the Privacy Policy. If a Sponsor needs additional recipient information to deliver a reward, that disclosure must be explained and supported by any consent or other lawful basis required. Participation does not automatically authorize unrestricted use of a winner's name, image, or likeness in advertising; any publicity permission must comply with applicable law and be separately obtained where required. Promotions may require additional privacy disclosures before entry.

14. Disclaimers, Risk Allocation, and Liability

Promotional participation is voluntary. To the fullest extent permitted by law, Drop is not responsible for independent misconduct by participants or third-party Sponsors, or for injuries resulting from a participant's unlawful or unsafe actions, including distracted driving or trespassing. The disclaimers, release provisions, liability limitations, and dispute-resolution provisions in Drop's Terms of Service apply to Promotions to the extent lawful and applicable. **These Promotional Terms do not independently release Drop from liability for its own negligence, gross negligence, fraud, intentional misconduct, or any other liability that cannot lawfully be waived.** Any separate release concerning Drop's own ordinary negligence must be expressly stated, conspicuous, and reviewed for enforceability under applicable law. Nothing limits nonwaivable consumer or prize-claim rights.

15. Disputes and Governing Law

Questions or complaints should first be directed to the contact listed in the relevant Promotion Rules, with a copy to Drop where appropriate. Disputes with a third-party Sponsor about its own prize obligations may be governed by its lawful Promotion Rules. Disputes with Drop are governed by the dispute provisions of Drop's Terms of Service, subject to mandatory law. These Promotional Terms are governed by Texas law except where another jurisdiction's nonwaivable laws apply.

16. Changes and Contact Information

Drop may revise these general Promotional Terms prospectively, with notice where required. A revision will not retroactively deprive participants of accrued prize rights in violation of law. Promotion-specific material changes must comply with applicable law and the published Promotion Rules.

Drop Application LLC
Lubbock, Texas
Website: https://www.dropapplication.com
Promotion inquiries: contact@dropapplication.com
Safety reports: support@dropapplication.com
Legal notices: contact@dropapplication.com