

**PROSPECTUS SUPPLEMENT No. 5
(to Prospectus dated August 12, 2022)**

SPRINGBIG HOLDINGS, INC.
4,510,940 Common Shares

This prospectus supplement updates and supplements the prospectus dated August 12, 2022 (the “Prospectus”), which forms a part of our registration statement on Form S-1 (No. 333-266010). This prospectus supplement is being filed to update and supplement the information in the Prospectus with information contained in our Current Report on Form 8-K filed with the Securities and Exchange Commission on December 28, 2022, and our additional Current Report on Form 8-K filed with the SEC on December 29, 2022 (collectively, the “Current Reports”). Accordingly, we have attached the Current Reports to this prospectus supplement.

This Prospectus and prospectus supplement relate to the resale, from time to time, by the selling stockholder named herein (the “Selling Stockholder”) of (i) an aggregate of up to 2,750,000 shares of our common stock, par value \$0.0001 per share (“Common Shares”), reserved for issuance upon the conversion of a convertible promissory note of SpringBig Holdings, Inc. (formerly known as Tuatara Capital Acquisition Corporation), a Delaware corporation (the “Company”) currently held by the Selling Stockholder (the “Conversion Shares”), and (ii) an aggregate of up to 1,760,940 Common Shares reserved for issuance upon exercise of warrants issued by the Company to the Selling Stockholder and warrants that may hereafter be issued by the Company to the Selling Stockholder (the “Warrant Shares”).

The Conversion Shares include 916,667 shares issuable upon conversion of an \$11,000,000 principal amount convertible promissory note at the original conversion price of \$12.00 per share, plus an additional 1,833,333 shares reserved for potential issuance in the event of default or dilution adjustments or repayment of the notes by the Company in shares at prevailing market prices. The Warrant Shares include 586,980 Common Shares issuable upon exercise of the warrants issued on the First Tranche Closing (defined below), and 1,173,960 additional shares reserved for potential issuance in the event of possible future default or dilution adjustments, at prevailing market prices. To the extent that Common Shares and/or Warrant Shares are issued by the Company under the terms of such notes and warrants, substantial amounts of Common Shares could be issued and resold, which would cause dilution and may impact the Company’s stock price. See “Risk Factors” and “L1 Capital Financing” for additional information.

The Company issued the note to the Selling Stockholder for \$10,000,000 in total cash consideration and the warrants for no additional consideration. The Conversion Shares are issuable at an original conversion price of \$12.00 per share based on the \$11,000,000 principal amount of the note but represent a value of \$10.90 per share based on the 916,667 shares issuable upon the conversion of the note for the \$10,000,000 in cash consideration paid to the Company. While the warrants were issued for no additional consideration, they have a \$12.00 exercise price, which is subject to anti-dilution adjustments and the issuance of shares under the notes are subject to adjustments for dilution and in the event of default.

We are not selling any securities under this Prospectus and will not receive any of the proceeds from the sale of our Common Shares by the Selling Stockholder. However, we may receive proceeds from the cash exercise of the warrants, which, if exercised in cash at the current \$12.00 exercise price with respect to 1,760,940 shares of common stock, would result in gross proceeds to us of approximately \$21,131,280, assuming the exercise in full of all of the warrants. There is no assurance that the Selling Stockholder will elect to exercise any or all of such warrants and, accordingly, no assurance that we will receive any proceeds from the exercise of the warrants. We believe the likelihood that the Selling Stockholder will exercise the warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the trading price of our Common Shares, which is currently below the \$12.00 exercise price. If the trading price for our Common Shares is less than \$12.00 per share (or the adjusted exercise price in the event of dilutive issuances), we believe the Selling Stockholder will be unlikely to exercise their warrants.

On June 14, 2022, we consummated the business combination in connection with that certain amended and restated agreement and plan of merger, dated as of April 14, 2022 (as amended by that certain amendment no. 1 dated May 4, 2022, the “merger agreement”), by and among Tuatara Capital Acquisition Corporation (“TCAC” or “Tuatara”), HighJump Merger Sub, Inc., a Delaware corporation and a wholly owned direct subsidiary of Tuatara (“Merger Sub”), and SpringBig, Inc., a Delaware corporation (“Legacy SpringBig”). Pursuant to the merger agreement, at the closing of the business combination, among other things, Merger Sub merged with and into Legacy SpringBig (the “Merger”), with Legacy SpringBig being the surviving entity of the Merger and Legacy SpringBig’s shareholders receiving Common Shares in exchange for their equity securities of Legacy SpringBig. In connection with the closing, the Company changed its name from “Tuatara Capital Acquisition Corporation” to “SpringBig Holdings, Inc.” As a result of the business combination and other actions taken in connection with the closing of the business combination, Legacy SpringBig became a wholly-owned subsidiary of the Company, with the securityholders of Legacy SpringBig becoming securityholders of the Company. See “Summary of the Prospectus—Background and Recent Developments”.

We are registering the resale of shares of Common Stock as required by the Registration Rights Agreement, dated as of June 14, 2022 (the “Registration Rights Agreement”), by and among the Company and the Selling Stockholder.

We will pay the expenses of registering the shares of common stock offered by this Prospectus, but all selling and other expenses incurred by the Selling Stockholder will be paid by the Selling Stockholder. The Selling Stockholder may sell our Common Shares offered by this Prospectus from time to time on terms to be determined at the time of sale through ordinary brokerage transactions or through any other means described in this Prospectus under “Plan of Distribution.” The prices at which the Selling Stockholder may sell shares will be determined by the prevailing market price for our common stock or in negotiated transactions.

You should read this Prospectus, this prospectus supplement and any additional prospectus supplement or amendment carefully before you invest in our securities. Our Common Stock is traded on The Nasdaq Global Market (“Nasdaq”) under the symbol “SBIG”. On December 28, 2022, the last reported sale price of our Common Stock on Nasdaq was \$0.46 per share.

We are an “emerging growth company” under the federal securities laws and are subject to reduced public company reporting requirements. Investing in our securities involves a high degree of risk. You should review carefully the risks and uncertainties described under the heading “Risk Factors” beginning on page 12 of the Prospectus, and under similar headings in any amendment or supplements to the Prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this Prospectus Supplement. Any representation to the contrary is a criminal offense.

The date of this Prospectus Supplement is December 29, 2022.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **December 20, 2022**

SPRINGBIG HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-40049

(Commission
File Number)

88-2789488

(IRS Employer
Identification No.)

621 NW 53rd Street, Ste. 260

Boca Raton, Florida, 33487

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(800) 772-9172**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	SBIG	The Nasdaq Global Market
Warrants, each exercisable for one share of Common Stock, at an exercise price of \$11.50 per share	SBIGW	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 3.01 Notice of Delisting or Failure to Satisfy Continued Listing Rule or Standard; Transfer of Listing.

On December 20, 2022, the Company received a letter from the staff (the “Staff”) of The Nasdaq Stock Market LLC (“Nasdaq”) providing notification that, for the previous 30 consecutive business days, the bid price for the Company’s common stock had closed below the \$1.00 per share minimum bid price requirement for continued listing under Nasdaq Listing Rule 5450(a)(1). The notice has no immediate effect on the listing of the Company’s common stock or warrants, and its common stock and warrants will continue to trade on The Nasdaq Global Market under the symbol “SBIG” and “SBIGW” respectively.

In accordance with Nasdaq Listing Rule 5810(c)(3)(A) the Company has been provided an initial period of 180 calendar days, or until June 19, 2023 to regain compliance with the minimum bid requirement. To regain compliance, the closing bid price of the Company’s common stock must be \$1.00 per share or higher for a minimum of 10 consecutive business days any time before June 19, 2023, unless Nasdaq exercises its discretion to extend this 10-day period pursuant to Nasdaq Listing Rule 5810(c)(3)(H).

If the Company does not regain compliance by June 19, 2023, the Company may be eligible for an additional 180 calendar days compliance period. To qualify, the Company would need to transfer the listing of its common stock to the Nasdaq Capital Market, provided that it meets the continued listing requirement for market value of publicly held shares and all other initial listing standards for the Nasdaq Capital Market, with the exception of the minimum bid price requirement, and would need to provide written notice of its intention to cure the deficiency during the second compliance period by effecting a reverse stock split if necessary. However, if it appears to the Staff that the Company will not be able to cure the deficiency, or if the Company is otherwise not eligible, Nasdaq would notify the Company that its securities would be subject to delisting. In the event of such a notification, the Company may appeal the Staff’s determination to delist its securities, but there can be no assurance the Staff would grant the Company’s request for continued listing.

The Company intends to monitor closely the closing bid price of its common stock and to consider options available to it to regain compliance with the Nasdaq listing rules. While the Company plans to review all available options, there can be no assurance that it will be able to regain compliance with the applicable rules during the 180-day compliance period, any subsequent extension period, or at all.

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SPRINGBIG HOLDINGS, INC.

December 27, 2022

By: */s/ Jeffrey Harris*

Name: Jeffrey Harris

Title: Chief Executive Officer

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **December 28, 2022**

SPRINGBIG HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-40049

(Commission
File Number)

88-2789488

(IRS Employer
Identification No.)

621 NW 53rd Street, Ste. 260

Boca Raton, Florida, 33487

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(800) 772-9172**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K/A filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	SBIG	The Nasdaq Global Market
Warrants, each exercisable for one share of Common Stock, at an exercise price of \$11.50 per share	SBIGW	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On December 28, 2022, SpringBig Holdings, Inc. (the “Company”) entered into an Amendment No. 2 (the “Second Amendment”) to each of the Senior Secured Original Issue Discount Convertible Promissory Note, dated June 14, 2022 (the “Note”) made by the Company in favor of L1 Capital Global Opportunities Master Fund, a Cayman Islands business organization (the “Holder”), and the Securities Purchase Agreement, dated April 29, 2022 between the Company and the Holder (the “Purchase Agreement”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Note or Purchase Agreement, as is applicable. The Note and the Purchase Agreement had previously been amended by an Amendment, dated as of December 1, 2022, between the Company and the Holder (the “First Amendment”). The Second Amendment provided that (i) the First Amendment would immediately become void and of no force and effect, and (ii) the remaining principal balance of the Note (after giving effect to all prior payments and conversions thereof), would be payable in monthly payments of \$344,444.44 on January 3, 2023, and thereafter in equal monthly payments of \$556,209.15, commencing on February 1, 2023, and continuing on the first business day of each successive month thereafter until the Principal has been paid in full prior to or on the Maturity Date. The above summary is subject in all respects to the actual terms and conditions of the Second Amendment, a copy of which is filed as Exhibit 10.1 to this Current Form 8-K.

The information in Item 1.01 and in the accompanying Exhibit 10.1 is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall they be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

- (d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Amendment No. 2 dated December 28, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SPRINGBIG HOLDINGS, INC.

December 29, 2022

By: /s/ Jeffrey Harris

Name: Jeffrey Harris

Title: Chief Executive Officer

AMENDMENT NO. 2

This Amendment No. 2 (the “Current Amendment”) is entered into as of December 28, 2022 between the parties which execute this Current Amendment. Reference is made to the Senior Secured Original Issue Discount Convertible Promissory Note, in the original principal amount of \$11,000,000, made by SpringBig Holdings, Inc., a Delaware corporation (collectively, the “Maker” or the “Company”), in favor of L1 Capital Global Opportunities Master Fund, a Cayman Islands business organization (“Holder”), dated as of June 14, 2022 (the “Note”). The Note was issued pursuant to the Securities Purchase Agreement dated as of April 29, 2022, between Maker and Holder (as amended, the “Purchase Agreement”). Capitalized terms not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

In consideration of certain additional financial accommodations made by Holder to Maker, Holder and Maker hereby mutually agree to amend the Note and Purchase Agreement in certain respects as follows:

1. Maker and Holder previously entered into an Amendment dated as of December 1, 2022 pursuant to which Maker and Holder has previously intended to amend certain provisions of the Note (the “Prior Amendment”). Maker and Holder hereby agree that the Prior Amendment shall hereby be terminated and shall be of no further force and effect. Holder and Maker hereby waive any noncompliance, breach or default that may have occurred or been able to be asserted under the Purchase Agreement or the Note as a result of the Prior Amendment and the transactions contemplated thereby.
1. For avoidance of doubt, interest shall remain payable in accordance with Section 1.2(a) of the Note.
1. Prior to the date of this Current Amendment (i) Maker made and Holder accepted a voluntary pre-payment towards the principal of the Note in the amount of \$1,000,000, and (ii) Holder converted a total of \$200,000 of the outstanding principal of the Note (with Maker’s full knowledge and consent and upon price and terms fully and knowingly waived and agreed to by Maker pursuant to the Note and Purchase Agreement). As a result of the foregoing, the current unpaid principal balance of the Note is \$9,800,000.
1. Section 1.3(a) of the Note is hereby amended and restated in its entirety to read as follows:

“(a) Maker will make a principal payment equal to \$344,444.44 on January 3, 2023. Thereafter, the remaining unpaid Principal amount shall become payable in equal monthly installments of \$556,209.15, commencing on February 1, 2023, and continuing on the first business day of each successive month thereafter until the Principal has been paid in full prior to or on the Maturity Date or, if earlier, upon acceleration, conversion or prepayment of this Note in accordance with its terms.”

1. The Purchase Agreement as amended by this Current Amendment does not require any further approval by the Maker’s stockholders or the Nasdaq Stock Market.
1. The Company represents and warrants to the Holder that the execution and delivery of this Current Amendment by the Holder and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors of the Company or the Company’s stockholders in connection herewith, This Amendment has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance

with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law. The Company represents and warrants to the Holder that it has not provided the Holder with any information that it reasonably believes constitutes material non-public information and the Company reaffirms its obligation to comply with Section 4.6 of the Purchase Agreement in that regard.

1. The governing law and exclusive jurisdiction of this Amendment shall be governed in accordance with Section 5.8 of the Purchase Agreement. The Company agrees to pay counsel for the Holder's legal fees in connection with this Amendment in the amount of \$5,000.
1. A breach of this Current Amendment by the Company shall be an Event of Default under the Purchase Agreement and the Note.
1. The Company shall, by 5:30 p.m. (New York City time) on the second Trading Day following the date of execution hereof, file a Current Report on Form 8-K with the SEC disclosing the material terms of this Amendment.
1. Except as amended hereby, the Note and the Purchase Agreement shall remain in full force and effect without change and each is hereby confirmed and the parties reserve all rights thereunder. This Current Amendment may be executed in separate counterparts, each of which taken together shall be one and the same instrument.

* * * *

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the first date written above:

SPRINGBIG HOLDINGS, INC.

By: /s/ Paul Sykes

Title: Chief Financial Officer

L1 CAPITAL GLOBAL OPPORTUNITIES MASTER FUND

By: /s/ David Feldman

Title: Portfolio Manager