MANDARIN "CELEBRATE CANADA WATCH PARTY GIVEAWAYS" CONTEST 2023

OFFICIAL CONTEST RULES

THIS CONTEST IS OPEN TO ONTARIO RESIDENTS ONLY AND IS GOVERNED BY ONTARIO LAW.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

1. CONTEST PERIOD:

The Mandarin "Celebrate Canada Watch Party Giveaways" Contest (the "**Contest**") runs on **Thursday, June 29, 2023** (the "**Contest Date**"), beginning at **12:00 p.m.** Eastern Time (ET) and ending, that same day, at **12:15 p.m.** ET (the "**Contest Period**").

2. ELIGIBILITY:

Contest is open to residents of Ontario who are at least eighteen (18) years or age at the time of entry and are not employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Mandarin Restaurant Franchise Corporation (the "**Sponsor**"), its franchisees, its parent companies, subsidiaries, affiliates, prize suppliers and advertising/promotion agencies (collectively, the "**Contest Parties**").

3. HOW TO ENTER:

NO PURCHASE NECESSARY. During the Contest Period, the Contest Sponsor will be streaming, on Facebook Live, a pre-recorded video (the "**Video**") in which the Sponsor's representative will ask three (3) trivia questions. The first eligible resident of Ontario who answers correctly the applicable trivia question posed in the Video, by posting such answer (an "**Entry Post**") via the Live Chat feature of Facebook Live during the Contest Period, will be eligible to win one of the three (3) prizes available in the Contest (see Rule 4 below). A representative of the Sponsor will be monitoring answers as they are posted during the Contest Period and will identify correct answers in the Live Chat by responding, via, "Mandarin Restaurants" official Facebook account, to a correct Entry Post. There is a limit of one (1) prize per person (and per Facebook profile and account) in the Contest.

There is a limit of one (1) entry (an "**entry**" or "**Entry**") per person permitted during the Contest Period. For greater certainty, you can only use one (1) Facebook profile and account to enter, or otherwise participate in, the Contest. If it is discovered that you have attempted to: (i) obtain more than one (1) entry per Facebook profile or account during the Contest Period; or (ii) use an illegitimate Facebook profile or account to enter, or otherwise participate in, the Contest; then (in the sole and absolute discretion of the Sponsor) you may be disqualified from the Contest and all of your entries are subject to disqualification by the Sponsor. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the Contest Period. Use of any automated, script, macro, robotic or other program(s) to enter or otherwise participate in this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries.

If you do not have an account on Facebook (an "**Account**"), you can create one by following instructions on Facebook.com. Creating an Account is free. To be eligible for entry, your Entry Post must comply with Facebook's Community Standards and must not contain obscene, offensive, or any language communicating messages inconsistent with the positive images to which Sponsor wishes to be associated (all as determined by Sponsor in its sole discretion).

Only Accounts associated with an individual may be used for entry in this Contest; entries received from an Account associated with any organization, company, corporation, partnership or other entity will be void. Entries must be posted and received and identifiable by and viewable to Sponsor during the Contest Period and at the time of winner selection and prize award for this Contest to be eligible. Sponsor, at its sole discretion, may accept or disqualify an Entry Post that contains content that is: (i) superfluous and/or not truthful to the

required content or (ii) otherwise violates these official contest Rules (the "**Rules**"). For purposes of this Contest, Entries are "received" when Facebook records your Entry.

All Entries are subject to verification at any time and for any reason. Sponsor reserves the right, in its sole discretion, to reject any Entry Post that Sponsor deems to be inappropriate, not in good taste, or otherwise not in compliance with these Rules. The Sponsor further reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor.

The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, inaccessible, garbled or incomplete Entries, which will be void. Receipt of Entries may be acknowledged by Sponsor; however, such acknowledgment (or the retention of an Entry Post on the Mandarin Restaurants Facebook page) shall not constitute any representation by Sponsor as to eligibility for the Contest nor will it be otherwise binding upon Sponsor. All Entry Posts become the property of the Sponsor upon receipt.

IMPORTANT: Sponsor may not be able to communicate with a participant via Facebook's platform's features if participant is not using the latest version of the platform or application, as applicable. It is each participant's sole responsibility to take all steps required to set his or her Account settings to accept communications by Sponsor, and to timely check his or her Account for any direct messages, direct posts, or @Replies (as applicable) from Sponsor. Sponsor is not responsible for changes to Facebook's platform (or any website or mobile application offered as part of such platform) or its functionality that may interfere with the Contest or ability of a participant to timely enter or otherwise participate at all.

MOBILE ENTRY: Message and data rates (and perhaps other charges) may apply to use of mobile device for Contest entry. You may be charged by your wireless carrier if participating in the Contest via mobile device. It is therefore recommended that you consult your wireless carrier's pricing plan BEFORE participating in the Contest via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas. Sponsor will not be liable for any charges that any person incurs due to the way that they choose to enter the Contest if there is a cost associated with the method of entry.

4. THE PRIZES AND APPROXIMATE RETAIL VALUE:

There will be a total of three (3) prizes (each, a "**prize**" or "**Prize**") available to be won in the Contest, each consisting of a voucher for a Lunch/Dinner Buffet for two (2) at any participating Mandarin restaurant. The approximate retail value of each prize is CAD $77.98, excluding tax. The voucher is subject to the applicable restrictions noted on the voucher and must be redeemed by **September 30, 2023**. All quoted prices are subject to change without notice. Prize must be accepted as awarded and is not transferable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

5. WINNER CONTACT AND CONFIRMATION:

As described in Rule 3 above, the first eligible Ontario resident to correctly answer the applicable trivia question in compliance with these Rules during the Contest Period will be eligible to win the applicable prize. Subject to these Rules, potential winners will be contacted via private message on Facebook, by 5:00 p.m. ET Monday, June 29, 2023. It is the potential winner's responsibility to claim the prize by providing their contact information via private message in response to the initial private message "winning" message from the Sponsor. The odds

of winning depend on the number of Contest participants and the speed of providing a correct answer to the applicable trivia question, during the Contest Period.

The Sponsor or its designated representative will make three (3) attempts to contact the selected entrant by private message. If the selected entrant cannot be contacted within three (3) attempts or three (3) business days of the Contest Date (whichever occurs first), or there is a return of any notification as undeliverable, then the selected entrant will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entry Posts (if any) which have provided the correct answer to the applicable trivia question (in which case the forgoing provisions of this section shall apply to such new selected entrant).

BEFORE BEING DECLARED THE WINNER, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within ten (10) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the selected entrant's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; and/or (b) fails to return the properly executed Contest documents within the specified time, then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the forgoing provisions of this section shall apply to such new selected entrant).

6. GENERAL CONDITIONS:

All entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries and/or entrants.

The Releasees will not be liable for any failure of any website during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Contest Parties for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer or mobile device related to or resulting from participating or downloading any material in the Contest.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized Facebook Account holder. An entrant may be required to provide proof that such entrant is the authorized account holder of the Facebook Account associated with the selected Entry.

The Sponsor reserves the right in its sole discretion to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, administrative or other error or any kind, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives,

storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: www. www.mandarinrestaurant.com), unless the entrant otherwise agrees. Without limiting the generality of the foregoing, by entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives contacting the entrant via direct message on Facebook for purposes of administering the Contest.

7. INTELLECTUAL PROPERTY

All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

8. DISCREPANCY

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.