

**2024 MANDARIN MAKE YOUR DISH COME TRUE CONTEST**  
**OFFICIAL CONTEST RULES**

The Mandarin “2024 Make Your Dish Come True” Contest (the “**Contest**”) is sponsored by Mandarin Restaurant Franchise Corporation (the “**Sponsor**”) and is subject to the terms and conditions set forth in these Official Contest Rules (“**Rules**”).

**1. CONTEST PERIOD:**

The Contest begins on **March 4, 2024** and ends on **October 31, 2024** at 11:59 p.m. Eastern Time (“**ET**”) (the “**Contest Period**”). The Contest Period consists of eight (8) monthly entry periods (each a “**Monthly Entry Period**”), commencing on the first day of each month of the Contest Period and ending on the last day of such month, except for the first Monthly Entry Period, which commences on March 4, 2024 and ends March 31, 2024.

**2. ELIGIBILITY:**

The Contest is open to residents of the Province of Ontario who, at the time of entry in the Contest, have reached the age of majority in Ontario, except employees (and those with whom such persons are domiciled, whether related or not) of the Sponsor, the Sponsor’s franchisees, delivery drivers, contractors, external auditors, prize suppliers, advertising and promotional agencies, and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “**Contest Parties**”).

**3. HOW TO ENTER CONTEST:**

**MANDARIN RESTAURANT CONTEST BOOKLET ENTRY:** To receive an entry into the Contest, complete the following steps during the Contest Period: (i) obtain from any Mandarin Restaurant location (for a complete listing of Mandarin Restaurant locations, visit [www.mandarinrestaurant.com](http://www.mandarinrestaurant.com)) a Mandarin Restaurants contest booklet (the “**Booklet**”), while supplies last; (ii) have one of the tear-out ballots in the Booklet stamped by a Mandarin Restaurant staff person each time you make a purchase at a Mandarin Restaurant for buffet dine-in, pick-up or take-out, or show your Mandarin Delivery receipt (third party delivery services/apps (such as UberEats, DoorDash, SkipTheDishes, etc.) are not eligible and take-out and Mandarin Delivery orders must be for a minimum purchase of CAD \$25.00 pre-tax and delivery fees in order to be eligible for a Booklet stamp); and (iii) once you have received three (3) stamps on the same ballot, fully complete that ballot (with your name, mailing address, postal code and daytime telephone number) and deposit it in the ballot box at your chosen Mandarin Restaurant location before restaurant-closing, on or before **October 31, 2024** at the latest. Limit one stamp per person per day. Stamps received for delivery orders will be considered to have been given on the date of the delivery order. Ballot entries will be associated with the Mandarin Restaurant location at which they are deposited.

**NO PURCHASE NECESSARY.** You may also enter the Contest during the Contest Period without a purchase, by submitting, as hereinafter set forth, a legible hand-written entry which includes: (i) an essay of not less than 100 words about your favourite main dish or dessert; (ii) your full name, mailing address, postal code and daytime telephone number; and (iii) the address of the Mandarin location with which you want your entry associated (for a complete listing of Mandarin Restaurant locations, visit [www.mandarinrestaurant.com](http://www.mandarinrestaurant.com)). Mail your entry (including all of the above elements, including without limitation your selected Mandarin Restaurant location) in an envelope with sufficient postage to: 2024 Mandarin Make Your Dish Come True Contest, 8 Clipper Court, Brampton, ON, L6W 4T9. You may enter via mail as often as you wish during the Contest Period, but there is a limit of one (1) mail-in entry per outer envelope bearing sufficient postage and each handwritten essay must be original and unique. To be

eligible for entry into the Contest, mail-in entries must be post-marked by no later than **October 31, 2024** and received at the above address by no later than **November 8, 2024**. To be eligible for any Monthly Contest Period, the mail-in entry must be postmarked prior to the end of that Monthly Contest Period and received on or before the applicable Monthly Draw in respect of that Monthly Contest Period (see Rule 7 below). Mail-in entries will be associated with the Mandarin Restaurant location specified in the entry as submitted.

The ballots and mail-in entries are collectively referred to in these Contest Rules as “**Contest Entries**” (and, individually, as a “**Contest Entry**”).

The Released Parties (defined below) are not be responsible for late, lost, illegible, incomplete, misdirected, postage-due, damaged, mutilated, garbled, destroyed or wrongly-addressed Contest Entries (all of which are void).

All Contest Entries are subject to verification at any time and for any reason. The Sponsor 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 a Contest 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.

**4. CONDITIONS OF ENTRY:**

By entering the Contest and submitting, or purporting to submit, a Contest Entry, each entrant (or purported entrant): (i) agrees to be bound by these Rules and by any and all decisions of the Sponsor with respect to this Contest, which are final and binding on all entrants without right of appeal; and (ii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, officers, successors, and assigns (collectively, the “**Released Parties**”) from and against any and all claims arising out of, or with respect to, the entrant’s (or purported entrant’s) participation in this Contest and the awarding, use or misuse of any prize.

**6. THE PRIZES AND APPROXIMATE RETAIL VALUE:**

**A. Grand Prizes:**

There are a total of fifty-five (55) grand prizes (each a “**Grand Prize**” and, collectively, the “**Grand Prizes**”) available to be won in the Contest, as follows:

<b>Number Available to be Won</b>	<b>Grand Prize Description</b>	<b>Approximate Retail Value (“ARV”) of each Grand Prize</b>
5	2024 base model Tesla Model 3 electric vehicles; rear-wheel drive in stealth grey (see below for details and conditions)	CAD \$63,257 each
10	\$10,000 Cash Prizes (see below for details and conditions)	CAD \$10,000 each

10	Vacation Packages (see below for details and conditions)	CAD \$10,840 each
30	“Mandarin Buffet for a Year” One person can dine-in once per day at any Mandarin Restaurant location (does not apply to take-out/or delivery) (see below for details and conditions)	Up to CAD \$15,920 each (calculated on the basis of buffet dinner prices (as at January 31, 2024) of \$36.99 on weekdays (Mon – Thurs) and \$40.99 on weekends (Fri-Sun), plus HST, every day for a year)
55		<b>CAD \$1,002,285</b> <b>Total</b>

**Vehicle Prizes:** The following conditions apply to each of the five (5) electric vehicle Grand Prizes described above (each a “**Vehicle Prize**”): The Vehicle Prize is the base model only of the Tesla Model 3 as described above and includes destination/freight charges and taxes. The Vehicle Prize must be accepted as awarded; if any upgrade or option packages are available for the vehicle from the Sponsor’s designated dealership, and the winner wishes to upgrade the vehicle or add any option packages, the winner will be solely responsible for all costs associated with any upgrade or option packages they may request, beyond the above-described base model, and acknowledges and agrees that any such upgrades or option packages, in addition to being at the winner’s sole cost, may affect the delivery time for the vehicle. Manufacturer’s standard new vehicle limited warranty in accordance with the terms and conditions applicable thereto, if any, applies to the Vehicle Prize. The Vehicle Prize winner will be required to personally take delivery of the Vehicle Prize from a dealership location specified by the Sponsor’s designated Vehicle Prize supplier; **the winner must take delivery of the Vehicle Prize on or before December 31, 2024.** Winner must present adequate personal identification (in a form acceptable to the Sponsor’s designated Vehicle Prize supplier – including, without limitation, government issued photo identification) to claim the Vehicle Prize. To be eligible to receive the Vehicle Prize, the confirmed winner must have a valid and unencumbered driver’s license in the province of Ontario and satisfactory insurance. For greater certainty, the Vehicle Prize will not be released unless the winner first shows proof of such driver’s license and satisfactory insurance, as determined by the Sponsor’s designated Vehicle Prize. Winner is solely responsible for all expenses which are not included in the Vehicle Prize description above, including but not limited to: registration and license fees, insurance, options or upgrades (if available and if requested by the winner) and all other costs incurred in claiming, registering or using the vehicle. The winner is also solely responsible for obtaining a valid driver’s license, license plates, registration, insurance and/or fuel and for taking delivery of the Vehicle. Any costs or expenses incurred by the winner in claiming or using the Vehicle Prize will be the responsibility of the winner. Vehicle Prize must be accepted as described in these Contest Rules and cannot be transferred to another person, substituted for another prize, or exchanged in whole or in part for cash, except as may be permitted by the Sponsor in its sole and absolute discretion. **IMPORTANT NOTE: THE MSRP OF THE VEHICLE PRIZE AS NOTED ABOVE IS CURRENT AS OF APPROXIMATELY JANUARY 31, 2024. UNDER NO CIRCUMSTANCES WHATSOEVER WILL ANY DIFFERENCE BETWEEN THE ACTUAL RETAIL VALUE OF THE VEHICLE AS AT THE TIME OF PRIZE FULFILMENT OR ANY OTHER TIME AND THE MSRP OF THE VEHICLE NOTED ABOVE BE AWARDED. FOR THE AVOIDANCE OF ANY DOUBT, THE PRIZE CONSISTS OF THE VEHICLE AND NOT THE ACTUAL VALUE OF THE VEHICLE. IF WINNER DOES NOT TAKE DELIVERY OF THE VEHICLE PRIZE BY THE DEADLINE, AND ON THE TERMS,**

SPECIFIED ABOVE (UNLESS OTHERWISE AGREED BY THE SPONSOR), THE WINNER FORFEITS ALL RIGHTS TO THE VEHICLE PRIZE.

**Vacation Package Grand Prizes:** The following conditions apply to each of the ten (10) "Vacation Packages" Grand Prizes described above (each, a "**Vacation Package Prize**"):

Each Vacation Package Prize consists of the following (includes the winner and one (1) guest):

- (a) Two (2) Economy Class round-trip ticket(s) from Toronto Pearson International Airport (YYZ) to Lynden Pindling International Airport (NAS) in Nassau, Bahamas (ARV: CAD \$1,400);
- (b) A seven (7)-night stay at Atlantis Paradise Island Bahamas in a double occupancy Guest Room in the Royal Towers (ARV: CAD \$7,490);
- (c) Meal vouchers for 6 days (\$300 per couple per night – total ARV: CAD \$1,800); and
- (d) Ground transportation\* between the airport in Nassau, Bahamas and the Atlantis Paradise Island Bahamas for two (2) people (ARV: CAD \$150). (\*Please note that ground transportation between the winner's place of residence and Toronto Pearson International Airport is NOT included).

Reservations for flights and accommodations are subject to availability and all reservations and arrangements must be made through the Sponsor's designated travel supplier. All flights, transportation and accommodations must be booked 90 days ahead of travel.

The following flight blackout dates apply: December 14, 2024 to January 5, 2025, March 1 to 31, 2025, and April 14 to 22, 2025. Additional blackout dates may apply.

**Travel must be completed on or before December 15, 2025.**

Travel does not qualify for mileage/points accumulation in any frequent flyer program. No changes permitted to reservations once date of travel is confirmed or ticket has been issued. The use of upgrade certificates is not permitted for flights.

The Vacation Package Prize winner and their guest are responsible for any and all costs, surcharges, fees, charges, expenses and taxes not expressly described herein including, without limitation, ground transportation between the winner's place of residence and Toronto Pearson International Airport, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment. The winner and their guest are each solely responsible for obtaining sufficient personal travel insurance prior to departure, if desired and for obtaining and carrying all necessary travel documentation, such as passports and visas and complying with entry, health, safety, customs and immigrations regulations and requirements.

The Prize winner agrees and acknowledges that the Sponsor will not be liable if either the guest or the Prize winner is denied boarding due to any failure to comply with applicable travel restrictions or requirements.

The Prize winner and their guest expressly understand and acknowledge the risks related to the spread of infectious or contagious diseases and expressly understand, acknowledge and agree that it remains their respective responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19. Other mandatory safety protocols may apply based on the nature of the Vacation Package Prize. Availability of the services and facilities forming part of the Vacation Package Prize may be impacted by any such health hazards

and Vacation Package Prize is subject to any travel advisories that may be issued by the federal Canadian government.

The exact actual value of the Vacation Package Prize depends on point of departure as well as time of travel. Vacation Package Prize must be accepted as awarded and may not be sold, transferred or converted to cash and will not be refunded if unused. No substitutions, changes or extensions are permitted. FOR THE AVOIDANCE OF ANY DOUBT, THE PRIZE CONSISTS OF THE VACATION PACKAGE PRIZE AND NOT THE ACTUAL VALUE OF THE VACATION PACKAGE PRIZE.

Sponsor or its designated travel supplier reserves the right to revise itinerary and schedule. If a winner is unable to participate in the Vacation Package Prize (for whatever reason) on or prior to the dates specified by Sponsor or its designated travel supplier, then that winner shall forfeit all rights to the Vacation Package Prize and shall not receive anything (including but not limited to any cash equivalent) to compensate for such forfeiture. Winners cannot extend or revise trip schedule, except if and as may be agreed in writing by the Sponsor in its sole and absolute discretion.

**Mandarin Buffet for a Year Prizes:** The following conditions apply to each of the thirty (30) “Mandarin Buffet for a Year” Grand Prizes described above (each, a “**Mandarin Buffet for a Year Prize**”): Each Mandarin Buffet for a Year Grand Prize will be awarded in the form of a “Mandarin Buffet for a Year” pass/voucher, which will bear a photograph of the Prize winner (which will be taken, at the expense of the Sponsor, either at the Grand Prize Draw Party or at another mutually convenient time arranged by the Sponsor with the winner) for identification purposes. **The pass/voucher will be valid from January 1, 2025 up to and including December 31, 2025** and will entitle the winner to up to a maximum of one (1) free dine-in buffet lunch or dinner per day at a Mandarin restaurant location (the pass/voucher may not be used for take-out or delivery meals). The pass/voucher covers food only (beverages and gratuities are not included). The pass/voucher must be presented by the winner at the applicable Mandarin restaurant at the time of dine-in eating and the winner may be required to present other validating personal identification by restaurant staff.

**\$10,000 Cash Prizes:** The following conditions apply to each of the ten (10) Cash Prize Grand Prizes described above (each, a “**Cash Prize**”): Each Cash Prize will be awarded in the form of a Mandarin cheque or bank draft payable to the winner.

#### **B. Semi-Finalist Prizes:**

There are a total minimum of Two Hundred and Forty (240) semi-finalist prizes (each, a “**Semi-Finalist Prize**” and, collectively, the “**Semi-Finalist Prizes**”) available to be won in the Contest (based on thirty (30) Mandarin Restaurant locations and eight (8) Monthly Entry Periods and corresponding Monthly Draws – see Rule 7). (At the Sponsor’s sole and absolute discretion, Sponsor may add (but is not obliged to add) additional monthly Semi-Finalist Prizes for any new Mandarin Restaurant location, if any, that is opened by the Sponsor during the Contest Period, in respect of any Monthly Draw Periods, if any, remaining in the Contest Period after such new location opens). In such event, the number of Semi-Finalist Prizes will be increased, accordingly). There is a limit of one (1) Semi-Finalist Prize per entrant.

Each Semi-Finalist Prize consists of ten (10) vouchers for one (1) dine-in lunch or buffet dinner at a Mandarin Restaurant location. The vouchers must be redeemed at the Mandarin Restaurant associated with the Semi-Finalist winner’s winning Contest Entry (see Rules 3 and 7). The approximate retail value of each Semi-Finalist Prize is approximately CAD \$370.00, based on ten (10) buffet dinners. Semi-Finalist Prizes must be used by no later than

April 30, 2025, are subject to availability, and are not valid on Valentine's Day, Family Day, Mother's Day, Father's Day, Canada Day, Civic Holiday, or during Mandarin's "Holiday Promotion" (December 4, 2024 to January 1, 2025). Gratuities and beverages are not included.

The Grand Prizes and Semi-Finalist Prizes are collectively referred to in these Contest Rules as "**Prizes**" (and, individually, as a "**Prize**"). All Prizes must be accepted as awarded. No transfer, assignment, cash redemption, or substitution of a Prize (or portion thereof) is permitted, except as may be approved in writing by Sponsor in its sole and absolute discretion. The Sponsor reserves the right at any time, in its sole and absolute discretion, to substitute a Prize for any reason whatsoever so long as a prize of comparable approximate value is substituted, including without limitation but at the sole and absolute discretion of the Sponsor, a cash award. (Without limitation, but for greater certainty, this includes the right, in the case of a Vehicle Prize, to substitute a vehicle of a different colour than that described in Rule 6). The Sponsor makes no warranty, guaranty or representation of any kind concerning any Prize and disclaims any implied warranty in respect of any Prize.

## **7. WINNER SELECTION PROCESS:**

### **Semi-Finalist Prize Selections:**

On or about the eight (8<sup>th</sup>) day of each month, starting on April 8, 2024 and ending on November 8, 2024, a monthly random draw (each, a "**Monthly Draw**") will be held at the Sponsor's offices at 8 Clipper Court, Brampton, Ontario L6W 4T9 to select a potential winner for a Semi-Finalist Prize for each applicable Mandarin Restaurant location, from all eligible Contest Entries received at, or in respect of, such location during or for the Monthly Entry Period immediately preceding such Monthly Draw. Mail-in Contest Entries will be associated with, and allocated to, the Mandarin Restaurant location specified in the mail-in Contest Entry and for the Monthly Draw Period in respect of which the entry was received (see Rule 3), as applicable. In order to be declared a winner of a Semi-Finalist Prize, each selected entrant must first correctly answer a time-limited, mathematical skill-testing question to be administered, at the sole and absolute discretion of the Sponsor, by telephone or in writing, and must sign and return, within five (5) business days of notification from the Sponsor or its representatives, the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Semi-Finalist Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, such entrant's participation therein and/or the awarding and use or misuse of the Semi-Finalist Prize or any portion thereof, including any travel-related thereto, if applicable; and (iv) agrees to the publication, reproduction and/or other use of such 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 or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. Semi-Finalist winners must pick up their Semi-Finalist Prize package at the applicable Mandarin Restaurant location within the time-frame specified by the Sponsor. Proof of identification must be provided upon request. Odds of winning any Semi-Finalist Prize depend on the number of eligible Contest Entries received at, or associated with, each Mandarin Restaurant location during or for each applicable Monthly Entry Period, as provided in these Rules.

### **Grand Prize Selections at Grand Prize Draw Party:**

In addition to being awarded a Semi-Finalist Prize, each Semi-Finalist Prize winner (each, a "**Semi-Finalist**") will also be invited to attend a party for the Semi-Finalists (the "**Grand Prize Draw Party**") on or about November 23, 2024 at The Garden Banquet & Convention Centre, at 8 Clipper Court, Brampton, Ontario L6W 4T9, to determine the

potential winners of each Grand Prize. The Sponsor reserves the right, at its sole and absolute discretion, to change the date or the location of the Grand Prize Draw Party (including, without limitation, changing the Grand Prize Draw Party from an “in-person” event, to an online or other “virtual” event for health reasons or for any other reason). Semi-Finalists must attend (in-person or, in the case of an online or other “virtual” event, remotely, as determined by the Sponsor in its sole and absolute discretion) the Grand Prize Draw Party in order to be entered into the draw for a chance to win a Grand Prize. (At the sole and absolute discretion of the Sponsor, in the event that a Semi-Finalist is unable, for health or other reasons beyond the control of the Semi-Finalist, to attend the Grand Prize Draw Party in person and so advises the Sponsor in writing not less than forty-eight (48) hours in advance of the Grand Prize Party, the Sponsor may permit the Semi-Finalist to appoint in writing, using the Sponsor’s form of written proxy or such other form of written authorization, if any, as may be acceptable to the Sponsor in its sole and absolute discretion, another person who is of the age of majority in Ontario and is otherwise acceptable to the Sponsor, to attend the Grand Prize Party as the representative of the Semi-Finalist). In the case of an in-person event, those Semi-Finalists (or their permitted proxy, if applicable) who live more than 200 kilometers from the Grand Prize Draw Party location will receive hotel accommodation for one (1) night at a hotel to be selected by Sponsor in its sole discretion (based on one (1) room, single occupancy). At the Grand Prize Draw Party, random draws will be held to select the fifty-five (55) potential Grand Prize winners as follows: (i) one (1) selected entrant will be drawn (the “**Stage One Draw**”) in respect of each Mandarin Restaurant location (a minimum of 30 locations) from all Semi-Finalists who attend (including by proxy, if applicable) at the Grand Prize Draw Party whose Contest Entries were received at, or are associated with, the applicable Mandarin Restaurant location as provided in these Rules (see Rule 3) to be eligible to win the Mandarin for a Year Prize; and (ii) the remaining potential winners of each Grand Prize will then be randomly drawn (the “**Stage Two Draw**”) from the remaining Semi-Finalists in attendance (including by proxy, if applicable) at the Grand Prize Draw Party, in the following order: (i) Cash Prizes; (ii) Vacation Package Prizes; and (iii) Vehicle Prizes. (For greater certainty, permitted proxies, if any, attend solely on behalf of, and for the benefit of, the respective Semi-Finalist they represent and have no entitlement themselves to receive any prize). Semi-Finalists (and permitted proxies, if applicable) must bring satisfactory proof of identity (passport, driver’s license or other government-issued identification) in order to be admitted to the Grand Prize Draw Party).

Odds of a Semi-Finalist being selected as a potential winner of the “Mandarin Buffet for a Year” Grand Prize in the Stage One Draw are approximately 1 in 8 (unless a new Mandarin Restaurant location was opened and an additional Semi-Finalist Prize was added to the Contest during the Contest Period – see Rule 6).

Subject to the foregoing, the approximate odds of a Semi-Finalist being selected as a potential Grand Prize winner in the Stage Two Draw for each one of the remaining Grand Prizes are as follows:

10 x \$10,000 Cash Prizes – 1 in 21

10 x Vacation Package Prizes – 1 in 20

5 x Vehicle Prizes – 1 in 38

There is a limit of one (1) Grand Prize per Semi-Finalist.

Any individual determined by Sponsor and/or its representatives (in their sole and absolute discretion) to be engaging in inappropriate behaviour at the Grand Prize Draw Party or otherwise during the Contest is subject to disqualification. The Sponsor further reserves the right, in its sole discretion, to disqualify any entrant they find, in their sole discretion, to be: (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other persons. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL

AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

BEFORE BEING DECLARED A CONFIRMED GRAND PRIZE WINNER, each potential Grand Prize winner will be required to correctly answer a time-limited mathematical skill-testing question to be administered, at the sole and absolute discretion of the Sponsor by telephone, by email or in person, and sign and return, within five (5) business days of notification from the Sponsor or its representatives, the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Grand Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, such entrant's participation therein and/or the awarding and use or misuse of the Grand Prize or any portion thereof, including any travel-related thereto, if applicable; and (iv) agrees to the publication, reproduction and/or other use of such 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 or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. Where applicable, Each Vacation Package Prize winner's travelling companion must sign and return to the Sponsor a release form indicating that they waive all recourse against the Released Parties relating to their participation in the Prize, prior to issuance of travel documents. If the potential winner fails to correctly answer the skill-testing question, such winner will forfeit the Grand Prize, and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select at random an alternate eligible entrant for the applicable Grand Prize from among the remaining Semi-Finalists who attended (including by proxy, if applicable) the Grand Prize Draw Party (in which case the foregoing provisions of this Rule 7 shall apply to such newly-selected eligible potential winner). If the potential winner: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot accept (or is unwilling to accept) the Grand Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then such potential winner may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select at random an alternate eligible entrant for the applicable Grand Prize from among the remaining Semi-Finalists who attended (including by proxy, if applicable) the Grand Prize Draw Party (in which case the foregoing provisions of this Rule 7 shall apply to such newly-selected eligible potential winner).

#### **8. GENERAL CONDITIONS:**

All entry materials become the property of the Sponsor. This Contest is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules. 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 or disqualification of Contest Entries or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for the failure of any Contest Entry to be received by the Sponsor within the Contest Period or within any Monthly Entry Period for any reason whatsoever, including, but not limited to: (i) restaurant closures for any reason; (ii) damages, delays or closures of, in, or to, any roadways, transportation systems or any postal delivery systems; (iii) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest, if applicable; and/or (iv) any combination of the above.



In the event of a dispute concerning who submitted a Contest Entry, the Sponsor reserves the right to require, from each person claiming to have submitted such Contest Entry, such evidence as the Sponsor may, in its sole and absolute discretion, require in order to enable it, or any person designated by the Sponsor, to resolve such dispute to the Sponsor's satisfaction. If a dispute regarding who submitted a Contest Entry cannot be resolved to Sponsor's satisfaction, the applicable Contest Entry may, in the Sponsor's sole and absolute discretion, be deemed ineligible.

The Sponsor reserves the right 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. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents or its designated representatives storing, sharing and using the personal information submitted with such entrant's Contest Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: [www.mandarinrestaurant.com](http://www.mandarinrestaurant.com)), unless the entrant otherwise agrees. If applicable, by agreeing to act as a proxy for any Semi-Finalist, each such proxy expressly consents to the Sponsor, its agents or its designated representatives storing, sharing and using the personal information provided by such proxy only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Contest Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

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 any website, and/or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.