



GOLDEN FORTUNE (the “Contest”)

CONTEST RULES AND REGULATIONS

MTY FRANCHISING INC. (“Manchu Wok”)

1. Contest Period:

The Contest begins at 12:00:01 a.m. Eastern Time on March 3rd, 2025 and ends at 11:59:59 p.m. Eastern Time on August 31st, 2025 (the “**Contest Period**”).

2. Eligibility:

To enter and be eligible, a participant must be a resident of Canada who has reached the legal age of majority in their province of residence. Despite the foregoing, employees, officers, shareholders, directors, representatives, mandataries, and agents (including their immediate family members and members of the same household) of Manchu Wok and those of its affiliated companies, subsidiaries, vendors, suppliers, distributors, service providers, advertising and promotion agencies (collectively, the “**Related Parties**”) are not eligible to enter or participate in the Contest.

By participating in the Contest, each participant agrees to be bound by these Contest Rules and Regulations. Participants further agree to abide by and be bound by all decisions of Manchu Wok in respect of the Contest. All such decisions shall be final and binding upon those choosing to participate in the Contest.

3. How to Enter:

No purchase is necessary to enter or win. A purchase does not increase odds of winning.

The Contest will run in all Manchu Wok Canadian sixty-four (64) locations, with the exception of those located at an airport, on a university campus or at any other location not participating in the Contest (the “**Participating Location(s)**”).

Entry – Purchase one (1) participating Manchu Wok’s meal in a Participating Location and receive a fortune cookie (the “**Fortune Cookie(s)**”) with a specific code inside (the “**Fortune Cookie Code**”).

No-purchase entry – To participate without purchase, hand-write a legible and original letter of at least fifty (50) words explaining your favorite meal at Manchu Wok and why you like the Contest. The letter shall contain your full name, phone number, full address (including postal code) and email address and shall be mail to: Manchu Wok – Marketing at 2, East Beaver Creek Road, Building One, Richmond Hill (ON), L4B 2N3 or at 8210 Transcanada Road, Saint-Laurent (QC), H4S 1M5 for Québec resident. Your letter will be validated by a representative of Manchu Wok and you will receive a Fortune Cookie Code by email.

Participant may enter the Contest by visiting the Contest page on <https://manchuwok.com/fortune> and simply entering their Fortune Cookie Code, first name, last name, email address and confirm their agreement with these Contest Rules and Regulations.

Once submitted, a registration form cannot be deleted, cancelled or modified. Any form that is incomplete, lost or completed in violation of these Contest Rules and Regulations will be automatically rejected.

Limit of one (1) registration form per person per day during the Contest Period, whether the entry is with purchase or without, and a limit of one (1) prize per household. Any excess submissions will be invalid for the purposes of the draw.

Any person entering this Contest or attempting to do so in a manner that is unfair to other participants, contrary to the Rules and Regulations or unlawful will be automatically disqualified and may be subject to any legal proceedings.

4. Odds:

One (1) or more random draws will be held each day during the Contest Period to select one (1) or more winners from among all eligible entries received during the Contest Period. Odds depend on the number of eligible entries received during the Contest Period.

The number of prizes available to be won in the Contest will diminish as the Contest Period progresses, and the odds of winning prizes will change as prizes are claimed.

Approximately Fifty Thousand (50,000) Fortune Cookies are distributed at the Participating Locations.

5. Prize:

The prizes (the “**Prize**”) to be awarded and their approximate retail value are:

Description (with inclusions and specials conditions)	Number of prizes	Approximate value of each prize
Manchu Wok gift card	2000	\$5
Manchu Wok gift card	750	\$10
Manchu Wok gift card	375	\$20
Manchu Wok gift card	250	\$50
Manchu Wok gift card	125	\$100

The gift cards are electronic and can be used to purchase any items at any Manchu Wok location or to order online through Order.ManchuWOK.com. All electronic gift cards are in Canadian Dollars.

The Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. Manchu Wok will not replace any lost or stolen Prize. Any other costs, taxes or other expenses associated with the Prize not specified herein will be the responsibility of the recipient of the Prize.

In no event shall Manchu Wok be required to award more prizes than indicated in the Contest Rules and Regulations or to awards prizes otherwise than according to the Contest Rules and Regulations.

Subject to the approval of the *Régie des alcools, des courses et des jeux* in Québec (the “**RACJ**”), Manchu Wok reserves the right to substitute the Prize with another of equal or greater value should the Prize become unavailable.

6. Draw & Delivery:

Each draw will take place in Montreal, Quebec on every weekday during the Contest Period (each a “**Draw Date**”) at 11:00 a.m. Eastern Time from all eligible Contest entries received during the Contest Period at Manchu Wok offices located at 8210 Transcanada Road, Saint-Laurent (Quebec), H4S 1M5. If, for any reason, a draw cannot take place on a scheduled weekday, it will be rescheduled to the next available weekday. The Contest winners will be contacted by email within seventy-two (72) hours following the Draw Date.

If a selected participant cannot be contacted and/or redeem the Prize within the five (5) business days following the Draw Date, they will be disqualified without compensation. In any case, Manchu Wok may, at its sole discretion, cancel the Prize or award it to an alternate participant by means of another draw among the other eligible entries until a participant is selected and declared a winner.

The Prize will be delivered to the selected participant via email within the two (2) week period following the selected participant’s fulfillment of all Prize Claim Conditions (as defined below).

Manchu Wok cannot be held liable for any change made by a selected participant to their contact information or for any email that is undeliverable, not received or claimed by someone other than the selected participant due to failure of the winner to provide an accurate email address, or due to a selected participant’s spam filter, firewall or email capacity. Additionally, an email with an “undeliverable message” shall result in the participant’s disqualification.

7. Prize Claim Conditions:

To receive the Prize, the selected participant must fulfill the following requirements (the “**Prize Claim Conditions**”):

- a) claim the Prize within the prescribed delay;
- b) meet the eligibility criteria and otherwise comply with these Contest Rules and Regulations;
- c) correctly answer a time limited mathematical skill-testing question;
- d) have completed and signed the Release Form when registering for the Contest; and
- e) Provide photo ID, upon request and in a timely manner.

Any selected participant who fails to meet the Prize Claim Conditions will be automatically disqualified and a new participant will be selected.

A selected participant’s refusal to accept the Prize under the terms of these Contest Rules and Regulations releases Manchu Wok from any obligation related to awarding the Prize to said participant.

8. Cancellation, modification or Termination:

Manchu Wok reserves the right, at its sole discretion, to cancel, modify, suspend or terminate the Contest, in whole or in part, in the event of human intervention or the occurrence of an event, such as

system problem related to the registration of all entries, likely to alter or affect the administration, impartiality, security or running of the Contest as provided for in these Rules and Regulations.

Should the Contest have to close, in whole or in part, before the end of the Contest Period, Manchu Wok may, at its sole discretion, proceed with one (1) or more random draws from among the eligible entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending the Contest.

9. Future Messages:

By providing their information via the submission of a registration form, each participant consents to receiving commercial electronic messages (CEMs) from Manchu Wok. Participants will have the option of unsubscribing to such messages by replying STOP or clicking the unsubscribe link (where available) in one of Manchu Wok messages.

10. Personal Information:

By participating in the Contest, each participant consents to the collection, use and disclosure of their personal information by Manchu Wok and/or its authorized agents for the purposes associated with the Contest and in accordance with applicable privacy laws. Personal information may be used by or shared amongst Manchu Wok and its subsidiaries or affiliates, or shared by Manchu Wok with third parties in accordance with our Privacy Policy available at <https://mtygroup.com/en/privacy-policy/>.

In accepting a prize, a winner authorizes the Manchu Wok and its representatives to use, if need be, his/her name, address (city, province), voice, statements, photo, likeness and other representations and recording for advertising purposes in all media including, but not limited to, the Internet, without further notice or compensation. Each participant may be required to sign a document to that effect.

11. Third Parties:

This Contest is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram, X (previously Twitter), TikTok or any other third-party website (the "**Third Parties**"). By participating in the Contest, all participants release the Third Parties from and against any claim, loss, damage, or cause of action arising out of (or related to) their participation in the Contest.

12. Releases:

Each participant releases and holds harmless the Related Parties, Manchu Wok, Participating Locations and the Third Parties (the "**Released Parties**") from any liability, loss, harm, cost, fee, expenses claims, demands, actions, and causes of action arising directly or indirectly, in whole or in part, as a result of their: (i) participation in the Contest and (ii) acceptance, possession, use or misuse of the Prize. In order to be declared a winner, selected participants will have to sign a Release Form confirming their compliance with the Contest Rules and Regulations and this release of liability in favor of the Released Parties.

13. Limitation of liability:

Without limiting the generality of the above release, the Released Parties disclaim any and all liability for any of the following: (i) any misprint (or other error) found in the offer or documents regarding the administration of the Contest, including, but not limited to, errors in the promotion, official Contest Rules and Regulations, announcement of the winner(s), awarding of the prize(s), or any malfunctioning of or problems or technical difficulties with any networks, phone lines, SMS systems, computer component,

software or communications line, loss or lack of network communications, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer, server or service provider or software, virus, bug, PC failure, software and hardware configuration, or failed transmission of any email or other communication to Manchu Wok or to a participant for whatever reason, including any network congestion or web site crash that may limit a person's ability to participate in the Contest; (ii) late, lost, stolen, damaged, undelivered, improperly delivered, incomplete or inaccurate entries; (iii) failure to receive entries due to transmission problems or any other technical failure, including, but not limited to, the malfunctioning of any network, server, service provider, hardware or software, whether attributed to the sender or the recipient that may limit or prevent a person's participation in the Contest; (iv) any damages that may be caused, directly or indirectly, in whole or in part, notably to participant's or other person's system or device, by any Web page, software or other download or by the transmission of any information concerning the Contest.

14. Modification and Termination:

Manchu Wok reserves the right, in its sole discretion, subject only to the approval of the RACJ, if applicable, to modify, cancel or suspend this Contest should an event beyond its reasonable control corrupt the security or proper administration of the Contest. Manchu Wok, with the consent of the RACJ, if applicable, reserves the rights to cancel, amend or suspend this Contest, or to amend these Rules and Regulations, 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. Without limiting the generality of the foregoing, Manchu Wok reserves the right, in its sole and absolute discretion, to administer an alternative skill-testing question as it deems appropriate based on the circumstances and/or to comply with applicable law.

15. Participant Identification:

For the purposes of these Contest Rules and Regulations, the participant refers to the individual whose name is listed on the registration form. The Prize will be awarded to this person if they are selected and confirmed as the winner. In case of any dispute regarding the identity of the person who submitted the registration form, it will be assumed that the entry for the Contest was made by the registered account holder associated with the email address provided at the time of submission. The term "**Account Holder**" refers to the person to whom an email address has been assigned by the Internet or online service provider, or by any other entity responsible for assigning email addresses within the domain linked to the provided email.

16. For Quebec Residents Only:

Any litigation respecting the conduct or organization of this Contest may be submitted to the RACJ for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

17. Miscellaneous:

If a section of the Contest Rules is declared invalid or unenforceable by a court of competent jurisdiction, that section shall be considered invalid; all unaffected sections will remain valid.

18. Contest Rules in French and English:

In the event of a conflict between the terms of the Contest rules in French and the terms of the Contest rules in English, the terms of the Contest rules in French shall prevail.

19. Governing Law:

The Contest is governed by the laws of the province of Quebec and the federal laws of Canada applicable therein. By entering the Contest, participants unconditional agree to these Contest Rules and Regulation and the decisions of Manchu Wok, which are final and binding in all matters related to the Contest. To the extent permitted by law, each participant agrees that any judicial proceeding arising out of or related to the Contest shall take place in a provincial court located in Quebec.
