

# MANDARIN VALENTINE'S 2023 – ALL YOU NEED IS LOVE! CONTEST

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

### 1. CONTEST PERIOD:

Contest begins on **February 7, 2023** at 11:00 a.m. Eastern Time (ET) and ends on **February 12, 2023** at 11:59 p.m. Eastern Time 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 who are subscribers to Mandarin Dish e-newsletter, except 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**”). Winners of any prize from any contest sponsored by Sponsor where winner selection occurred within the last **6** months are ineligible to participate in this Contest.”

### 3. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, fully complete the contest form by clicking the **link within the contest panel of Mandarin Dish e-newsletter**, Include the answer to the question “**who do you love to visit Mandarin with?** All eligible entries received during the Contest Period will be entered into the random prize draw (see Rule 5).

There is a limit of one (1) entry per person/email address permitted during the Contest Period. For greater certainty, you can only use one (1) email address 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 person/email address during the Contest Period; or (ii) use more than one (1) email address 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.

All entries are subject to verification. 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) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s).

### 4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

There will be one (1) prize available to be won (the “**Prize**”). The Prize consists of a voucher valid for a complimentary **Lunch or Dinner Buffet meal for 2 and a \$150 Way Spa E-Gift Card**. This prize can be redeemed from Monday to Sunday, excluding holidays, from any participating Mandarin Restaurants. The dinner buffet aspect of the prize will be redeemable through Dine-In service only. Please check [mandarinrestaurant.com](http://mandarinrestaurant.com) in advance to confirm location's buffet operating hours. The Prize value is approximately **\$250.00 (tax included)**. **Gratuities are excluded** (the Prize). The voucher is subject to the applicable restrictions noted on the voucher and must be redeemed by May 30, 2023. 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. RANDOM PRIZE DRAW AND WINNER SELECTION:

On **February 13, 2023** (the “**Draw Date**”) in Brampton, Ontario at approximately 5:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible entries received during the Contest Period. The odds of winning

depend on the number of eligible entries received during the Contest Period.

The Sponsor or its designated representative will make three (3) attempts to contact the selected entrant by email (to the email address used for entry) within ten (10) business days of the Draw Date. If the selected entrant cannot be contacted within three (3) attempts or ten (10) business days of the Draw 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 entries (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 account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof that he/she is the authorized account holder of the email address 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, printing, 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.mandarinrestaurant.com](http://www.mandarinrestaurant.com)), unless the entrant otherwise agrees.

#### **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.