

## Short Rules

No purchase required. Contest begins on January 27, 2022. Contest pockets will be available at Chatime, Bake Code, and Chatime Express locations in Ontario and select Chatime locations in British Columbia until February 20, 2022 (or while contest pockets supplies last, whichever occurs first). Prizes available to be won as follows: BT21 drink carry bag (Approximate retail value ("ARV") \$20; 1500 prizes available; odds of winning at outset are 1 in 133.33); BT21 set of 8 magnets (Approximate retail value ("ARV") \$19; 250 prizes available; odds of winning at outset are 1 in 800); BT21 set of 8 badges (Approximate retail value ("ARV") \$25; 500 prizes available; odds of winning at outset are 1 in 400); BT21 sports tumbler (Approximate retail value ("ARV") \$35; 300 prizes available; odds of winning at outset are 1 in 666.66); BT21 drink sleeve (Approximate retail value ("ARV") \$20; 1500 prizes available; odds of winning at outset are 1 in 133.33); Chatime prize (ARV \$0.60-\$5.70; 200,000 prizes available; odds of winning are 1 in 1). Total ARV of all prizes is \$808,450. Skill-testing question required. Open to legal residents of Ontario and British Columbia. Full rules and entry details available at: <https://chatime.com/lunarnewyear22/>.

## Official Contest Rules

**Sponsor.** The Chatime Lunar New Year Campaign (the “**Contest**”) is sponsored and administered by Kevito Ltd. (the “**Sponsor**”).

**Eligibility.** The Contest is open to legal residents of Ontario and British Columbia, with the exception of employees of the Sponsor, its related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials, and those living in the same household. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these contest rules (the “**Contest Rules**”). Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor’s sole discretion.

**Contest Dates and Times.** The Contest begins on January 27, 2022 and ends on February 20, 2022 (or while contest pockets supplies last, whichever occurs first).

**How To Participate.** Commencing on January 27, 2022, customers at Chatime locations in Ontario and select Chatime locations in British Columbia may receive one Chatime-branded contest pocket (each a “**Lucky Pocket**”) with the purchase of any two large sized drinks at a Chatime store in a single transaction, while supplies last. Some Chatime locations may run out of contest supplies sooner than other locations. The Sponsor may, but has no obligation to, redistribute any Lucky Pockets remaining at other locations to those locations that have run out of supplies. Each Lucky Pocket will contain a printed message (each, a “**Prize Description**”) describing the specific prize available to be won.

**No Purchase Necessary.** To receive a Lucky Pocket with no purchase, eligible individuals may request for one lucky pocket in writing by mailing such a written request to Kevito Ltd., 130 South Town Centre Blvd, Markham, Ontario L6G 1B8, Attention: Chatime Lunar New Year Campaign. If the requesting individual is eligible to participate in the Contest and has provided a return stamped addressed envelope for delivery within Ontario or within British Columbia, the Sponsor will mail back one Lucky Pocket to the requesting individual. All requests for a Lucky Pocket must be received by no later than 5pm Eastern Standard Time on February 20, 2022. Limit of one Lucky Pocket request per stamped addressed envelope, while supplies last. No mechanical reproductions of requests are allowed.

**BT21 with Chatime Prizes (“BT21 prizes”).** The following BT21 prizes are available to be won:

1. BT21 drink carry bag (approximate retail value (“ARV”) of \$20; 1500 prizes available; odds of winning at outset are in 1 in 133.33);
2. BT21 set of 8 magnets (ARV of \$19; 250 prizes available; odds of winning at outset are 1 in 800);

3. BT21 set of 8 badges (ARV of \$25; 500 prizes available; odds of winning at outset are 1 in 400);
4. BT21 sports tumbler (ARV of \$35; 300 prizes available; odds of winning at outset are 1 in 666.66);
5. BT21 drink sleeve (ARV of \$20; 1500 prizes available; odds of winning at outset are 1 in 133.33);
6. Chatime Food Prizes ("**Chatime Prizes**"). Chatime Prizes may be redeemed in-store only at all participating Chatime, Chatime Express, and Bake Code locations in Ontario and select Chatime locations in British Columbia until June 30, 2022. Chatime Prizes are not valid at Chatime University of Waterloo, Chatime Innovation Bar and Atealier by Chatime locations in Ontario and British Columbia. Chatime Prizes are applicable to in-store purchases only and cannot be applied to pre-order pickup or delivery orders. Applicable taxes are not included in the Chatime Prize and must be paid by the customer. Certain Chatime Prizes are subject to the following restrictions: only one of such Chatime Prize may be redeemed per customer per transaction ("**Limit 1 Per Customer**"); and such prize cannot be combined with any other Chatime Prize, offers, or discounts in the same transaction ("**Cannot Be Combined**"). Prize Descriptions describing Chatime Prizes will be for one of the following prizes:
  - i. Buy one get one 99 cents ("**BOGO Prize**") (buy any Chatime drink, get a second regular-sized Chatime drink for 99 cents (excluding extra toppings); Limit 1 Per Customer; Cannot Be Combined; ARV of \$4.71; 130,000 of such prize are available to be won; odds of winning at outset are 1 in 1.54);
  - ii. One free upsized (receive a free size upgrade when you buy any regular-sized Chatime drink; Limit of 1 Per Customer; Cannot Be Combined; ARV of \$0.60; 50,000 of such prize are available to be won; odds of winning at outset are 1 in 4);
  - iii. One free regular-sized Chatime drink (Excludes the Brown Sugar Pearl series and drinks from any Chatime seasonal campaign series; Limit 1 Per Customer; Cannot Be Combined; complimentary beverage is not eligible for earning Chatime Reward points; ARV of \$5.70 based on average retail price of a Chatime drink; 8,000 of such prize are available to be won; odds of winning at outset are 1 in 25);
  - iv. One free regular-sized Chatime fruit tea drink (Limit 1 Per Customer; Cannot Be Combined; complimentary beverage is not eligible for earning Chatime Reward points; ARV of \$5.30 based on average retail price of Chatime fruit tea drink; 5,000 of such prize are available to be won; odds of winning at outset are 1 in 40); or
  - v. One free topping (receive a free regular or premium topping when you buy any Chatime drink; Limit of 1 Per Customer, Cannot Be Combined; ARV of \$0.90; 7,000 of such prize are available to be won; odds of winning at outset are 1 in 28.57);

Odds of winning are calculated using a denominator of 200,000 which is the total number of Lucky Pockets produced for the Contest. The total number of Prizes available to be won will decrease throughout the Contest as Lucky Pockets are distributed and Prizes are claimed.

Lucky Pockets and the corresponding Prize Descriptions will be randomly distributed throughout all Chatime locations without regard to regional distribution of particular types of prizes.

Total ARV of all Prizes is \$808,450. Retail value of Prizes does not include applicable HST. ARV of BOGO prizes is based on the average cost of a regular sized Chatime drink minus \$0.99. All monetary amounts stated in the Contest Rules are in Canadian dollars.

Prize Descriptions obtained through unauthorized sources or which are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. No Prize Description copies, duplicates or reproductions of any type will be eligible for the Contest. Each Prize Description contains a unique code printed on it. If the Sponsor receives a request to redeem a Prize Description using a code that has been used previously to redeem the applicable prize, such later received Prize Description will be deemed void.

No substitution or transfer of prizes permitted. Non-cash prizes cannot be redeemed for cash value. Prizes may not be exactly as shown in promotional materials. In case of unavailability of any prize, to accommodate for a disability, or for any other reason and in the Sponsor's sole discretion, the Sponsor reserves the right to substitute any prize for a prize or cash of equal or greater value.

**Instructions for Claiming a Chatime Prize.** If you are eligible to win a Chatime Prize and wish to obtain the prize stated in the Prize Description, you must give the applicable Prize Description to the employee at the cash register at any Chatime location. You will then complete and sign a prize claim form which will include a mathematical skills-testing question that you must answer correctly without the use of a calculator or other aid and will include a statement that you agree that you have complied with all of the Contest Rules and agree to be bound by the Contest Rules. Chatime Prizes must be used by no later than June 30, 2022.

**Instructions for claiming any prize that is not a Chatime Prize.** If you are eligible to win any other prize that is not a Chatime Prize, you will be required to contact [loyalty@chatime.com](mailto:loyalty@chatime.com) and include the code on the Prize Description, which will be sent to the Sponsor. The Sponsor will contact the potential winner through the email address. All prizes must be claimed by no later than March 31, 2022. Upon receipt of the contact form, the Sponsor will contact the potential winner by telephone to administer a time-limited mathematical skills-testing question which the potential winner must answer correctly and unassisted. The Sponsor will also email the potential winner a Declaration of Eligibility and Liability / Publicity Release form (the "**Winner's Release**") to be signed by the potential winner and returned to the Sponsor via email no later than 10 calendar days following the Sponsor emailing such form to the potential winner. The Winner's Release will contain substantially the same provisions as the sections in the Contest Rules below captioned "**Release and Indemnification**" and "**Publicity and Entrant Information**". If the potential winner correctly answers the mathematical skills-testing question and completes and returns the Winner's Release, as required, Sponsor will issue the corresponding prize by arranging for the winner to pick up the prize at a Chatime location in Toronto, Ontario or Vancouver, British Columbia. If the winner is to pick up his/her prize from a Chatime location, Chatime staff may request that the winner present the digital prize voucher saved on their Chatime Societea account and current valid government-issued photo identification to verify the winner's identity and eligibility.

**Release and Indemnification.** By accepting any prize or participating in the Contest, all prize winners hereby: (i) confirm compliance with all Contest Rules; (ii) agree to accept prizes as awarded; (iii) release, discharge and hold harmless the Sponsor, Prize Sponsors, their respective departments and agencies, related and affiliated companies, subsidiaries, franchisors, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensors, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (collectively, the “**Released Parties**”) from and against any and all manner of action, cause of action, claim or demand, loss or injury, the use or misuse of a prize or any travel related thereto, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties’ control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant’s participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by entrants with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize.

Neither the Sponsor nor any Prize Sponsor is responsible for: (i) incorrect or inaccurate entry information that may affect a person’s ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, mail failures, omission, or any combination thereof, and requests for a FREE Lucky Pocket that fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected requests for a FREE Lucky Pocket, Prize Description, or Winner Releases; (iv) injury or damage to entrants’ computers or to any other individual’s computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use or misuse of any prize, including any related travel; or (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise.

**Other Conditions.** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest.

**Publicity and Entrant Information.** By participating in the Contest, entrants consent to the use of their name, address, email address, postal code, telephone number, social media handle(s), comments and image(s), whether on videotape, photograph or any other means, for the administration of the Contest or any publicity carried out by the Sponsor, without further notice or compensation.

**Law.** The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the province of Ontario and British Columbia, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario or Vancouver, British Columbia.

**Rule Amendments.** The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

**Intellectual Property.** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor, Prize Sponsors, or the licensors of any of the Prize Sponsors (the “**Licensor**”). All rights reserved. Unauthorized copying or use of any of the Sponsor’s, the Prize Sponsor’s, or any Licensor’s intellectual property without the express written consent of the Sponsor Prize Sponsor, or Licensor, as applicable, is strictly prohibited.