



“BREAK IT TO WIN IT” CONTEST (the “Contest”)

OFFICIAL CONTEST RULES AND REGULATIONS (“Rules and Regulations”)

MTY FRANCHISING INC. (“THAÏZONE”)

1. Contest Period:

The Contest begins at 00 :00 a.m. ET on August 24th, 2026, and ends on October 4th, 2026, at 11:59:59 p.m. ET (the “**Contest Period**”).

2. Eligibility:

To enter and be eligible, a participant must be a resident of Québec or New Brunswick who has reached the legal age of majority in the province of residence at the moment of entry and be a member of the Rewards Program (as defined hereinafter). Despite the foregoing, employees, officers, shareholders, directors, representatives, mandataries and agents (including their immediate family members and members of the same household) of THAÏZONE and those 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 Rules and Regulations. Participants further agree to abide by and be bound by all decisions of THAÏZONE 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 be held in the twenty-seven (27) THAÏZONE locations in Québec and New Brunswick, excluding those located in an airport, on a university campus, or in any other establishment not participating in the Contest (the “**Participating Location[s]**”).

Instant Win Prize:

Entry – Purchase one (1) participating Thaïzone meal (*General Tao, Poutine, Pad Thai, Teriyaki, Pad Sew, Chop Suey Curry, Fried Rice, Yellow Curry, Red Curry, Peanut Stir-Fry, Orange Beef, Supreme Fried Rice, Pokthai, Soup, Catering Menu and Dumplingz*) at a Participating Location and receive a fortune cookie (the “**Fortune Cookie[s]**”) containing a specific message related to the Instant Win Prizes (as defined below) as well as a QR code (the “**Fortune Code**”).

No-purchase entry – To enter without making a purchase, a participant may request a Fortune Cookie at the counter of any Participating Location.

Grand Prize:

To have a chance to win the Grand Prize (as defined below), participants must either scan the Fortune Code or visit the Web page <http://breaktowin.ca> and complete the entry form by providing their first name, last name, email address, and telephone number, and by confirming their agreement to these Rules and Regulations.

Once submitted, an entry form cannot be deleted, cancelled, or modified. Any entry that is incomplete, lost, in violation of the Rules and Regulations, or received after the Contest Period has expired will be automatically rejected.

Limits of one (1) entry form per day per person and limit of one (1) prize per household. Any excess entries will be invalidated for the purposes of the draw. For the avoidance of doubt, you may only use one (1) email address to enter the Contest.

Limits of one (1) Instant Win Prize per household per day.

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:

Instant Win Prize:

Each Fortune Cookie provides one chance to win an Instant Win Prize (as defined below). The total number of Prizes available will decrease as they are revealed and claimed in accordance with these Rules.

Approximately 250,000 Fortune Cookies will be distributed across the Participating Locations for the “**Instant Win Prizes**”.

Grand Prize:

Twenty-seven (27) random draws will be conducted to select twenty-seven (27) winners from all eligible entries received during the Contest Period. All eligible entries will have an equal chance of winning.

5. Prize:

The Instant Win Prizes to be awarded and their approximate retail value are:

Description (with inclusions and special conditions)	Number of Prizes	Approximate retail value of each Prize
Imperial Rolls (1 unit)	10,000	\$CAD 3.00

Mini Thai Churros (10 pieces)	5,000	\$CAD 7.00
Passion Raspberry mousse	5,000	\$CAD 3.00
Classic fried dumplingz (3 pieces)	10,000	\$4.00
\$5 discount coupon for your next order	2,000	\$CAD 5.00
Soft drink (355 ml)	12,500	\$CAD 0.66

**Instant Win Prizes must be claimed no later than November 30, 2026. Any Instant Win Prize that is not claimed by this date will be automatically forfeited, with no possibility of extension, replacement, or compensation.*

The Grand Prize consists of one (1) year of free TAO, with an approximate retail value of CAD \$883 (the “**Grand Prize[s]**”).

**For the purposes of the Contest, the value of the Grand Prize is equivalent to a weekly purchase of \$16.99 for a period of fifty-two (52) weeks. This value will be provided to the winner in the form of fifty-two (52) electronic promotional coupons or one (1) personalized promotional code containing fifty-two (52) General Tao meals, which will be deposited directly into the account associated with the winner’s loyalty card.*

***To be able to use the Grand Prize through the loyalty card, the winner must be a member of THAÏZONE’s kick rewards program. If the winner is not already a member at the time the Grand Prize is awarded, THAÏZONE will create a kick account on their behalf to allow them to use the electronic promotional coupons.*

A total of twenty-seven (27) Grand Prizes are available to be won.

The Instant Win Prizes and the Grand Prizes are collectively referred to as the “**Prize**”.

The Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. THAÏZONE 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 THAÏZONE be required to award more Prizes than indicated in the Rules and Regulations or to award prizes otherwise than according to the Rules and Regulations.

If a portion of the Prize is not used or claimed, no compensation will be granted. Unredeemed promotional codes will not be replaced or reissued under any circumstances.

THAÏZONE shall not be liable for any claims, losses, damages, costs, or expenses arising from any accident, injury, or death.

6. Draw and Awarding of the Prize:

The twenty-seven (27) draws will take place on October 5th, 2026, at 11:00 a.m. ET (the “**Draw Date**”) from among all entries received during the Contest Period at the offices of THAÏZONE, located at 85, rue Saint-Paul Ouest, Montréal (Québec), H2Y 3V4. Contest winners will be contacted by email within twenty (20) business days of the Draw Date.

If a selected entrant cannot be contacted and/or claim the Prize within twenty (20) business days of the Draw Date, or if the notification is returned as undeliverable, they will be disqualified without compensation. In all cases, THAÏZONE may, at its sole discretion, cancel the prize or award it to another entrant through another random draw from among the other eligible entries until an entrant is selected and declared the winner.

The Grand Prize will be delivered directly to the selected participant’s THAÏZONE loyalty card or sent by email within six (6) weeks following the selected participant’s fulfillment of all Grand Prize Claim Conditions (as defined hereinafter).

THAÏZONE cannot be held responsible for any changes made by a selected participant to their contact information or for any undeliverable, unclaimed, or unreceived emails due to the winner not providing a valid email address, or due to the selected participant’s spam filter, firewall, or email capacity. Furthermore, an email with a “non-delivery” message will result in the participant’s disqualification.

7. Prize Claim Conditions:

Instant Win Prize:

To be declared a winner and receive the Instant Win Prize, the selected participant must:

- a. have received one (1) Fortune Cookie containing a message indicating an Instant Win Prize; and
- b. claim the Instant Win Prize on or before November 30, 2026 (inclusive).

Grand Prize:

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

- a. claim the Grand Prize within the prescribed time limit;
- b. meet the eligibility criteria and otherwise comply with the Rules and Regulations;
- c. have completed and signed the declaration and release form when registering for the Contest;
- d. correctly answer, without assistance, the following mathematical skill-testing question:

Multiply 8 by 10.

Divide by 2.

Add 5.

Subtract 10.

- e. provide photo identification upon request and in a timely manner.

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

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

8. Cancellation, modification or Termination:

THAÏZONE reserves the right, at its sole discretion, to cancel, modify, suspend or termination the Contest, in whole or in part, in the event of human intervention or the occurrence of an event, such as system problems 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.

In the event that the Contest is terminated, in whole or in part, before the end of the Contest Period, THAÏZONE may, at its sole discretion, conduct one (1) or more random draws from among the eligible entries duly registered during the Contest Period or, if applicable, up to the date of the event terminating the Contest.

9. Future Messages:

By providing their information to claim a Prize or via a mail-in method, each participant consents to receiving commercial electronic messages (CEMs) from THAÏZONE. Participants will have the option of unsubscribing to such messages by replying STOP or clicking the unsubscribe link (where available) in one of THAÏZONE messages.

10. Personal Information:

By participating in the Contest, each participant consents to the collection, use and disclosure of personal information by THAÏZONE 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 THAÏZONE and its subsidiaries or affiliates, or shared by THAÏZONE with third parties in accordance with our Privacy Policy available at [Privacy Policy | MTY Group](#)

In accepting a prize, a winner authorizes the THAÏZONE 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) 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, THAIZONE, 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; (ii) acceptance, possession, use or misuse of the Prize; (iii) the collection, use, and disclosure of their personal information; (iv) delivery delays, lost mail, or undeliverable shipments; (v) damage to persons or property; and (vi) late, misdirected, lost, illegible, or incomplete entries; and (vii) printing, production, or typographical errors, or for any discrepancies or irregularities on the entry form.

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 errors) 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 THAIZONE 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. Disqualification:

Participants who do not comply with these Rules and Regulations are subject to be excluded from this Contest and any future Contests, giveaways, and promotions held by THAIZONE (or any other brand of MTY Franchising Inc. or its affiliates) may hold, including, but not limited to, any entrant guilty or suspected: (i) of tampering with materials, entry forms, entry processing or the Contest's conduct or any technical or mechanical element of the Contest, or (ii) of deliberately damaging Contest-related Web sites, Web pages or applications or of sabotaging the legitimate conduct of this Contest, or (iii) of breaking these Rules and Regulations, or (iv) of using means that do not comply with the Rules and Regulation or are unfair to other participants, or (v) to have obtained entries exceeding the authorized limit provided in the Rules and Regulations, or (vi) to have used several names, identities, email addresses and/or any automated system or program to enter or participate in the Contest, or (vii) to have disrupted the conduct of the Contest in any other way, or (viii) of acting unfairly or to adversely affect, annoy, abuse, threaten or harass another person. ANY ATTEMPT BY A PARTICIPANT OR OTHER PERSON TO DELIBERATELY DAMAGE A WEB SITE, EQUIPMENT, APPLICATION OR TECHNOLOGY USED FOR THE CONTEST OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST CONSTITUTES A VIOLATION OF CIVIL AND CRIMINAL LAWS. THAIZONE RESERVES THE RIGHT, IN SUCH

CASE, TO REPORT SAID PERSON TO THE AUTHORITIES AND DEMAND FROM SAID PERSON ALL DAMAGES ALLOWED BY LAW.

15. Website Operation:

THAÏZONE makes no guarantees that the Contest website will be accessible or operational without interruption during the Contest Period, or that it will be free of any errors.

16. Modification and Termination:

THAÏZONE reserves the right, in its sole discretion, 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. THAÏZONE, if applicable, reserves the right 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 errors of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, THAÏZONE 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.

17. Participant Identification:

For the purposes of these Contest Rules and Regulations, the participant refers to the individual whose name is listed on the entry 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 entry 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.

18. Ownership:

All information and documents related to the Contest, including but not limited to entry forms, declaration and liability waiver forms, technical, technological, or operational information, and information relating to designs, computer systems, software, logos, trademarks, and any other intellectual property, are and remain the exclusive property of THAÏZONE. None of this information or documentation will be returned to participants.

19. 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.

All trademarks are property of their respective owners.

20. Contest Rules and Regulations 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.

21. Governing Law:

The Contest is governed by the laws of the province of Québec and Canada's federal laws applicable therein. By entering the Contest, participants unconditionally agree to these Contest Rules and Regulation and the decisions of THAÏZONE, 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 Québec court located in Montréal.
