

**Official Contest Rules "Ultimate yummylicious sub contest" (collectively the "Contest") Toujours
Mikes Restaurants (the "Contest Sponsor")
and "Customer" (the "Participant" or "Participants").**

CONTEST RULES AND REGULATIONS ("Rules")

1. **CONTEST DURATION:** The Contest held in Quebec and Ontario will begin on Tuesday, September 5, 2023 at 11:00 a.m. Eastern Daylight Time and will continue until 11:59:59 p.m. Eastern Daylight Time on Sunday, November 26, 2023 (the "Contest Period").
2. **ELIGIBILITY:** To enter the Contest and be eligible to win, a participant must reside in Quebec or Ontario, must be 18 years of age or older, and must not be a participant for whose benefit the Contest is held, his or her employee, representative, agent, a member of the jury, and participants with whom they are domiciled, companies affiliated with the Contest Sponsor or its advertising and promotional agencies.
3. **HOW TO ENTER:** Must be 18 years of age or older and a resident of the province of Quebec or Ontario. No purchase is necessary to win. During the Contest Period, the Participant registers for the Contest via the online registration form at www.concoursgourmiam.ca To enter, simply complete the online entry form on our website, and vote for one of the three (3) submarines featured on the menu insert and online entry form. Each participant is entitled to one (1) entry per day for the entire contest period.

For the purposes of these Rules, the participant is, according to the registration procedure detailed in this paragraph, the Participant whose e-mail address is entered on the online registration form. It is this Participant to whom the prize will be awarded if declared a winner. Entries are limited to one per Participant per day.

4. **PRIZE:** Odds of winning a prize depend on the number of eligible entries registered and received. There will be one (1) prize valued at \$5763.35: 1 year of free submarines. The value is based on the price of a 7" Dream Garden Submarine x 365 days. The prize will be twelve (12) coupon books for the year, i.e. one (1) per month, from January 1^{er}, 2024, to December 31, 2024, at the rate of one coupon per day. Limit of 5 coupons claimed per day, per restaurant.

The prize is valid from January 1^{er} 2024 until December 31 2024, after which unused coupons will be considered invalid.

A draw will be held on November 28, 2023 from all entries received.

The Prize cannot be exchanged for its cash value. It is non-refundable and non-transferable. It has no resale value and the Prize must be accepted by the Winner (as hereinafter defined) as awarded. The Contest Sponsor makes no express or implied warranties with respect to the Prize and is therefore not responsible for any dissatisfaction or defect in the Prize or for any taxes, fees, costs or other charges that may be applicable in connection with the Prize. The Contest Sponsor reserves the right to substitute the Prize with a prize of equal or greater value in the event that the Prize is unavailable due to

circumstances beyond the Contest Sponsor's control or control, subject to the approval of the Régie des alcools, des courses et des jeux, if required. Arrangements will be made by the Contest Sponsor to deliver the Prize to the Winner. The Contest Sponsor will pay the cost of a single delivery of the Prize to the Winner's residential address by local courier, but shall not be responsible for any damage to or loss of the Prize resulting from any fault, omission or action of the courier. The Winner must meet all other eligibility criteria and all Contest Sponsor company policies, if applicable. Delivery of the Prize to the Winner will be within 14 days of receipt of the completed and signed Release Form.

5. SELECTION: There will be a random draw on November 28, 2023, at 11 a.m. (ET) from all entries received via theultimesousmaringourmiam.ca contest at the Contest Sponsor's office located at 8210 Trans-Canada Highway, St. Laurent, QC, H4S 1M5 . Any entry that is incomplete, fraudulent, lost, in violation of the rules, or received after the close of the Contest Period will be automatically rejected and will not be eligible for a prize. All eligible entries received will be entered into the same draw and will be treated equally for the purpose of selecting one participant (the "Selected Participant").

The Selected Participant will be notified by e-mail or telephone within 48 hours of the draw. If a Selected Participant cannot be contacted after 4 days, he/she forfeits the prize without compensation and a new Selected Participant will be randomly selected by the Contest Sponsor. The Contest Sponsor and its agents are released from any liability related to the entry of an incorrect telephone number and/or e-mail address by the participant. Once successfully contacted, the Selected Participant will then have four (4) days to respond to the Contest Sponsor and correctly answer, within a limited time, a mathematical skill-testing question $[(5 + 7) \times (9-4)]$, sign, complete and return a "Release Form" by e-mail to be declared a winner (the "Winner"). If the Selected Participant fails to :

1. respond to the Contest Sponsor within the allotted time ;
2. correctly answer the mathematical skill question, indicated on the release form, within the allotted time;
3. complete and return the release form to the Contest Sponsor within the allotted time or ;
4. if ineligible for any reason; a new Selected Participant will be drawn until a Winner is declared for the Prize. The Contest Sponsor will make arrangements with the Winner to deliver the Prize to the Winner's residence. The Contest Sponsor is not responsible if the Winner does not provide a valid delivery address in the release form.

GENERAL REGULATIONS

6. The Contest Sponsor reserves the right, in its sole discretion, to cancel or suspend the Contest in the event of a computer virus, "bug" or other cause beyond the control of the Contest Sponsor that may affect the security or efficient operation of this Contest. The Contest Sponsor and its affiliates may, in their sole discretion and without prejudice, amend the Contest at any time. The Contest Sponsor

- i) makes no representations or warranties of any kind with respect to the Prizes,
- ii) except where prohibited by law, disclaims all implied warranties, and
- iii) is not responsible for any injury, loss or damage of any kind resulting from acceptance, use or misuse of the Prize.

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

7. Any participant entering this Contest or attempting to do so in a manner that is unfair to other participants, contrary to these Contest Rules or illegal, including but not limited to hacking, will be automatically disqualified and may be subject to prosecution. The decisions of the Contest Sponsor with respect to this paragraph are final and binding.

8. By entering this Contest, each Participant acknowledges and agrees that the Contest Sponsor:

- (i) assumes no liability whatsoever in connection with this Contest and/or the awarding and use of the Prize,
- (ii) makes no representations or warranties of any kind regarding the Prize, its use and/or the odds of winning,
- (iii) disclaims all implied warranties,
- (iv) is not responsible for any injury, loss or damage of any kind resulting from the participant's acceptance of the Contest or use of the Prize or from the participant's participation in this Contest, and
- (v) is not responsible for any claims resulting from the use or dissatisfaction of the Prize by the Winner.

9. By entering this Contest, the Selected Participant consents to the collection, use and disclosure of his/her participantal information for the purposes of administering the Contest and authorizes and agrees that the Contest Sponsor may use his/her name, photograph, place of residence, voice and/or statement about the Contest and/or the Prize, as required, for publicity purposes, in any media or format, including but not limited to the Internet, without prior notice or authorization and without remuneration or compensation of any kind. Except as otherwise provided in these Contest Rules, no communication, commercial or otherwise, unrelated to this Contest will be sent to participants by the Contest Sponsor, unless the participant has otherwise authorized the Contest Sponsor or its affiliates, as the case may be, to do so. Participantal information will not otherwise be used or disclosed without consent.

10. The Contest Sponsor is not responsible for website loading, detection or display of errors, or those resulting from software, hardware, mail, telephone, network or server errors; the Contest Sponsor reserves the right to modify, suspend or cancel the Contest in whole or in part, at its sole discretion, in the event of a virus, computer bug, unauthorized human intervention, or any other cause beyond its

control that could corrupt or affect the administration, security, impartiality or normal operation of the Contest, subject to the approval of the Régie des alcools, des courses et des jeux, if required.

11. The Selected Participants indemnify and hold harmless the Contest Sponsor, as well as its affiliates, advertising and marketing agency and their partners, employees, agents and representatives, from and against any and all liability for any damages suffered as a result of the acceptance and/or use (or non-acceptance or non-use) of their Prize.

12. Selected Participants acknowledge that, upon receipt of their Prize, the performance of services related to their Prize becomes the sole and exclusive responsibility of the Prize supplier and relevant warranties will be the sole and exclusive responsibility of manufacturers, suppliers, distributors or retailers.

13. The Contest Sponsor and its agents are released from any liability for malfunctioning software components, software or communication channels; associated with the loss or absence of any communication network; or related to transmissions that are failed, delayed, misdirected, incomplete, illegible or erased by any computer or network; and which may limit or prevent any participant's ability to enter the Contest. The Contest Sponsor and its agents are released from all liability for any damage or loss whatsoever that may be caused, directly or indirectly, in whole or in part, by the downloading of any software and by the transmission of any information required for entry in the Contest. The Contest Sponsor and its agents are released from all liability for any damage or loss whatsoever caused by late, lost or illegible entries.

14. Entries and information provided are the property of the Contest Sponsor and will not be returned to the Individual.

15. The Contest is subject to all federal, provincial and municipal laws.

The Contest is governed by the laws of the province of Quebec, where the Participant resides.

CAUTION: ANY ATTEMPT BY AN PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

By participating in this Contest, you acknowledge that you have read these Rules, understand them and accept their terms and conditions.

A copy of these Rules and Regulations is available at www.toujoursmikes.ca and may be obtained upon request by mail addressed to Franchise MTY Inc. , attention " Marketing Department Toujours Mikes – **Ultimate Yummylicious sub contest** " 8210 Trans-Canada Highway, St. Laurent, QC, H4S 1M5.