

Official Contest Rules

Sponsor. The Chatime Lunar New Year Campaign (the “**Contest**”) is sponsored and administered by Kevito Ltd. (the “**Sponsor**”). Prizes for the Contest have also been provided by China UnionPay (USA) LLC, Uber B.V., and FUJIFILM Canada Inc. (collectively, the “**Prize Sponsors**”).

Eligibility. The Contest is open to legal residents of Ontario, 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 February 4, 2019 and ends on March 3, 2019 (or while contest pockets supplies last, whichever occurs first).

How To Participate. Commencing on February 4, 2019, customers at Chatime locations in Ontario may receive one Chatime-branded contest pocket (each a “**Lucky Pocket**”) with the purchase of any two 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 FREE Lucky Pocket, eligible individuals may request a FREE Lucky Pocket in writing by mailing such written request to Kevito Ltd., 60 Scarsdale Road, Unit 115, Toronto, Ontario M3B 2R7, 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, the Sponsor will mail back one Lucky Pocket to the requesting individual. All requests for a FREE Lucky Pocket must be received by not later than 5pm Eastern Standard Time on February 15, 2019. Limit of one FREE Lucky Pocket request per stamped addressed envelope, while supplies last. No mechanical reproductions of requests are allowed.

Prizes. The following prizes are available to be won:

1. A trip to Bangkok, Thailand for two people consisting of:
 - i. One hotel room (standard room, double occupancy with one double bed or two twin beds) for 6 nights in Bangkok at a 4-star hotel (based on ratings posted on Expedia.com at the time of booking the hotel) to be selected in the sole discretion of the Sponsor; and
 - ii. round trip economy air transportation leaving from Lester B. Pearson International Airport (Toronto, Ontario) departing and returning within the 2019 calendar year on dates chosen by the winner (subject to airline schedules and availability). Exact travel times and dated to be determined by the Sponsor,

(collectively, the “**Thailand Trip Prize**”) (approximate retail value (“ARV”) of \$3,000 (actual retail value will vary depending on flight schedule and hotel selection); one of such prize is available to be won; odds of winning at outset are 1 in 80,000).

2. One pair of tickets for the following hockey game: Toronto Maple Leafs vs. Buffalo Sabres at Scotiabank Arena, Toronto, Ontario on Saturday, March 2, 2019 at 7pm, section 114, row 27, seats 3 and 4 (approximate retail value (“ARV”) of \$700); one of such prize is available to be won; odds of winning at outset 1 in 80,000);
3. One pair of tickets for the following basketball game: Toronto Raptors vs. Orlando Magic at Scotiabank Arena, Toronto, Ontario on Sunday, February 24, 2019 at 3:30pm, section 107, row 15, seats 13 and 14 (ARV of \$550; one of such prize is available to be won; odds of winning at outset are 1 in 80,000);
4. Fujifilm Instax Square SQ6 Instant Cameras including one roll of film (ARV of \$173; 10 of such prize are available to be won; odds of winning at outset are 1 in 8,000);
5. UberEats \$100 credits (3 of such prize are available to be won; odds of winning at outset are 1 in 26,667);
6. UberEats prizes (“**UberEats Prizes**”). Prize Descriptions describing UberEats Prizes will be of one of two possible prizes:
 - i. Free delivery for any single order from Chatime over \$20 (not including HST) through UberEats mobile application (750 of such prize are available to be won, ARV of \$3 - \$5; odds of winning at outset are 1 in 107), or
 - ii. \$5 off any order from Chatime through UberEats mobile application (250 of such prize are available to be won; ARV of \$5; odds of winning at outset are 1 in 320; cannot be combined with any other offer from Chatime or UberEats);
7. Chatime/Bake Code prizes (“**Chatime/Bake Code Prizes**”). Prize Descriptions describing Chatime/Bake Code Prizes will be for one of the following prizes:
 - i. buy one get one 88 cents (“**BOGO Prize**”) (buy any Chatime drink, get a second Chatime drink (of equal or lesser value) for 88 cents; ARV of \$3.92]; 49,181 of such prize to be won; odds of winning at outset are 1 in 1.63);
 - ii. one free topping with the purchase of any drink at any Chatime location (ARV of \$0.50; 21,200 of such prize are available to be won; odds of winning at outset are 1 in 3.77);
 - iii. one free Bake Code macaron (ARV of \$2.70; 1,500 of such prize are available to be won; odds of winning at outset are 1 in 53.33);
 - iv. one free Chatime drink (any size) (ARV of \$5.80 based on average retail price of a Chatime drink; 2,200 of such prize are available to be won; odds of winning at outset are 1 in 36.36);
 - v. one free slice of Bake Code Cake (ARV of \$8.10; 500 of such prize are available to be won; odds of winning at outset are 1 in 160); and
 - vi. one free Chatime Sea Salt Crema / Tea Latte (ARV of \$4.80; 4,400 of such prize are available to be won; odds of winning at outset are 1 in 18.18); and

8. Instant Elite Chatime Status prizes (“**Instant Elite Chatime Status Prize**”). Each Instant Elite Chatime Status Prize includes 100 points being added to the winner’s Chatime loyalty card account (winners of Instant Elite Chatime Status Prizes must be a Chatime Rewards member in order to claim the prize). Holders of Chatime loyalty cards with 100 points or more are designated with Elite Chatime Status which entitles the card holder to the following benefits (i) one free large drink (no limit of total retail value) or food item (under \$3) from a Chatime location for every 10 points earned and redeemed at any Chatime location, and (ii) one free large drink per year, redeemable on or around the card holder’s birthday. Loyalty points are earned on Chatime loyalty cards through the purchase of drinks at Chatime locations (1 point awarded per drink). ARV of \$83 calculated based on 10 multiplied by the average value of the food and drink item that may be received upon redemption of 10 points. 3 of such prize are available to be won. Odds of winning at outset are 1 in 26,666.

Odds of winning are calculated using a denominator of 80,000 which is the total number of Lucky Pockets produced for the Contest. The total number of Prizes to 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 \$252,598.52. Retail value of Prizes does not include applicable HST. Total ARV of all BOGO prizes is based on the lowest cost of a Chatime drink minus \$0.88. Total ARV of all UberEats Prizes is based on the average UberEats delivery charge of \$4 (UberEats delivery charges are either \$3 or \$5 depending on the delivery destination). 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/Bake Code Prize. If you are eligible to win a Chatime/Bake Code 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/Bake Code Prizes must be used by no later than March 31, 2019.

Instructions for claiming an UberEats Prize. If you are eligible to win an UberEats Prize and wish to obtain the prize stated in the Prize Description, download and open UberEats mobile application on your phone, go to the menu, select “Promotions”, select “Add Promo”, and enter the code found on the Prize Description. UberEats Prizes must be used by no later than March 31, 2019.

Instructions for claiming any prize that is not a Chatime/Bake Code Prize, UberEats Prize, or the Thailand Trip Prize. If you are eligible to win any other prize that is not Chatime/Bake Code Prize, UberEats Prize, or the Thailand Trip Prize, you must send an email to feedback@chatime.com with the subject line and the code on the Prize Description. For Toronto Maple Leafs or Toronto Raptors game tickets prizes, you must claim such prize from Chatime by no later than 3 business days prior to the date of the applicable sports event. All other prizes must be claimed by no later than March 31, 2019. Upon receipt of the email, 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, the Sponsor will issue the corresponding prize by either (a) mailing the prize to the winner, or (b) arranging for the winner to pick up the prize at a Chatime location in Toronto, Ontario. If the winner is to pick up his/her prize from a Chatime location, Chatime staff may request that the winner present currently valid government-issued photo identification to verify the winner’s identity and eligibility.

Instructions for claiming the \$3,000 credit for a trip for two to Thailand. If you are eligible to win the Thailand Trip Prize, you send an email to feedback@chatime.com containing the code on the Prize Description by no later than June 30, 2019. Upon receipt of the email, the Sponsor will contact the potential winner to arrange an in person meeting at 60 Scarsdale Road, Unit 115, Toronto, Ontario M3B 2R7. The potential winner must bring the original corresponding Prize Description to the Sponsor at such meeting and execute the Winner’s Release. The winner may bring one guest provided that the guest is eligible under these Contest Rules and signs a Winner’s Release.

The Thailand Trip Prize is only valid for travel during the 2019 calendar year. If the winner will not have yet reached the age of majority in Ontario at the time of trip departure, the potential winner must bring a parent or other legal guardian as his/her guest on the trip and have his/her parent or legal guardian sign and return on the winner’s behalf the Winner’s Release. Travellers may be required to present a valid major credit card to the hotel upon check-in. If the winner chooses to travel without a guest, no additional compensation will be awarded under any circumstances.

The winner must advise the Sponsor of his/her preferred travel dates at least 30 calendar days prior to the preferred date of departure for the Trip. Once reservations are made, they cannot be changed, save as otherwise determined in the sole discretion of the Sponsor. The sponsor will make reasonable efforts to book flights that include no more than 2 layovers in either direction. The winner must provide the Sponsor with any documentation and information required to book the Trip (e.g., passport number),

within 48 hours upon request. The winner and his/her guest (if applicable) must travel together on the same itinerary.

The winner and his/her guest (if applicable) are responsible for any additional expenses not included in the prize as described above. Without limiting the foregoing, all expenses and incidental travel costs not expressly stated in the prize description above are the responsibility of the winner and his/her guest (if applicable), including but not limited to, travel to and from any airport, meals, travel and medical insurance, gratuities, in-room charges, passenger tariffs or duties, airline fees (e.g., for additional checked baggage, seat upgrade, etc.), surcharges, service charges or facility charges, taxes, or other expenses.

No refund or compensation will be made in the event of the cancellation or delay of any flight. The Released Parties (defined below) shall have no responsibility for trip cancellations, alterations, weather delays, weather cancellations or other changes to the trip itinerary (whether having the effect of lengthening or shortening the trip itinerary), and, by participating in the Thailand Trip Prize activity, the winner and his/her guest acknowledge and accept such risks, and agree that the Sponsor is only responsible for the prize elements as listed in these Contest Rules, subject to the terms and conditions herein, and is not responsible for any additional costs or expenses that the winner or his/her guest may incur.

The potential winner must agree to provide at least one picture to the Sponsor of the winner taken while on the trip in Thailand (the "**Promo Picture**") and grant the Sponsor unlimited and perpetual rights to use same for promotional purposes plus waive all moral rights the winner may have in the Promo Picture without any further compensation to the winner. If other people in addition to the winner are visible in the Promo Picture, the winner must obtain signed Publicity and Consent Releases (in the form provided by the Sponsor) from each person. Such photo must be in good taste (e.g., does not involve partial or full nudity, profane gestures, or other reasonably offensive content), in .jpeg form, and of reasonable clarity and resolution (e.g., picture taken on an iPhone 6 or newer model or a professional camera) to enable the Sponsor to post, publish and distribute it in a variety of mediums.

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, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, 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, 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.

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 or Prize Sponsors. All rights reserved. Unauthorized copying or use of any of the Sponsor's or any Prize Sponsor's intellectual property without the express written consent of the Sponsor or Prize Sponsor, as applicable, is strictly prohibited.