

CAFÉ DÉPÔT

Contest “BACK TO SCHOOL WITH CAFÉ DÉPÔT” (the “Contest”)

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

MTY FRANCHISING INC. (“Café Dépôt”)

1. Contest Period:

The Contest begins at 11:01 a.m. ET on August 24th, 2026 and ends on September 14th, 2026 at 11:59:50 p.m. ET, or while quantities last, whichever occurs first (the “**Contest Period**”).

2. Eligibility:

To enter and be eligible, a participant must be a resident of the province of Québec or Ontario and have reached the legal age of majority in their province of residence at the moment of entry. Despite the foregoing, franchisees, employees, officers, shareholders, directors, representatives, mandataries, and agents (including their immediate family members and members of the same household) of Café Dépôt and those of its 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 Contest Rules and Regulations. Participants further agree to abide by and be bound by all decisions of Café Dépôt 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.

To enter, please refer to the Café Dépôt Contest post on Facebook or Instagram.

Once submitted, an entry cannot be deleted, canceled, or modified. Any entry that is incomplete, lost, violates the Rules and Regulations, or is received after the Contest Period has ended will be automatically disqualified.

Limit of one (1) entry per person during the Contest Period and a limit of one (1) prize per household. Any additional entries will be void and ineligible for the draw. For greater certainty, you may use only one Facebook or Instagram account to enter the Contest.

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:

Three (3) random draws will be conducted to select three (3) winners from all eligible entries received during the Contest Period. All eligible entries will have an equal chance of winning.

5. Prize:

The prize (the “**Prize**”) available to be won and its approximate retail value are set out in the table below:

Description (with inclusions and specials conditions)	Number of prizes	Approximate retail value of each prize
One (1) Café Dépôt backpack, Five (5) bags of Café Caramello nuts, One (1) Tumbler, And One (1) \$20 Café Dépôt gift card	Four (4)	\$100 CAD

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

The Prize is subject to the terms and conditions of use set by the Prize provider. Additional restrictions may apply. No warranties other than those provided by the manufacturer or the Prize provider will apply. Café Dépôt assumes no responsibility for the Prize once it has been awarded.

All costs and expenses not expressly included as part of the Prize are the sole responsibility of the winner.

If any portion of the Prize is not used, no compensation will be provided.

Café Dépôt shall not be responsible if weather conditions, event cancellations, labor disputes, or other factors beyond its control prevent the full awarding or enjoyment of the Prize. In such cases, the winner will not be entitled to any replacement prize or cash equivalent.

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

Subject to the approval of the *Régie des alcools, des courses et des jeux* in Québec (the “**RACJ**”), Café Dépôt reserves the right to substitute the Prize with another of equal or greater value should the Prize become unavailable.

6. Draw & Delivery

Three (3) random draws will be held on September 16th, 2026, at 12:00 p.m. Eastern Time (the “**Draw Date**”) to select three (3) winners from all eligible entries received during the Contest Period. The draw will be conducted at the Café Dépôt head office located at 8210 Route Transcanadienne, Saint-Laurent, Québec H4S 1M5. The winners will be contacted by Facebook or Instagram within ten (10) business days following the Draw Date.

If a selected participant cannot be contacted and/or redeem the Prize within the ten (10) business days following the Draw Date, they will be disqualified without compensation. In any case, Café Dépôt may, at its sole discretion, cancel the Prize or award it to an alternate participant by means of another draw among the other eligible entries until a participant is selected and declared a winner.

The Prize will be delivered to the winner by courier within three (3) weeks after the selected participant has fulfilled all Prize Claim Conditions (as defined below).

Café Dépôt shall not be responsible for any change in a selected participant's contact information, or for any email, notification, prize, or correspondence that is undeliverable, unclaimed, delayed, misdirected, lost, stolen, damaged, returned, or otherwise not received due to the participant's failure to provide accurate and complete contact information, due to technical issues, spam filters, firewalls, email storage limitations, or for any act or omission of any postal service, courier, delivery provider, or other third party involved in the transmission or delivery of the Prize. Any notification or Prize returned as undeliverable, or any email generating a non-delivery or similar error message, may, at the sole discretion of Café Dépôt, result in the participant's disqualification and forfeiture of the Prize, without liability to Café Dépôt.

7. Prize Claim Conditions:

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

- a) claim the Prize within the prescribe delay;
- b) meet the eligibility criteria and otherwise comply with these Contest Rules and Regulations;
- c) have completed and signed the release form provided by Café Dépôt;
- d) correctly answered the mathematical skill-testing question in the release form;
- e) Provide photo ID, upon request.

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

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

8. Cancellation, modification or Termination:

Café Dépôt reserves the right, at its sole discretion, to cancel, modify, suspend or terminate the Contest, in whole or in part, in the event of human intervention or the occurrence of an event, such as system problem 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.

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 Café Dépôt. Participants will have the option of unsubscribing to such messages by replying STOP or clicking the unsubscribe link (where available) in one of Café Dépôt messages.

10. Personal Information:

By participating in the Contest, each participant consents to the collection, use and disclosure of their personal information by Café Dépôt 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 Café Dépôt and its subsidiaries or affiliates, or shared by Café Dépôt with third parties in accordance with our Privacy Policy available at <https://mtygroup.com/en/privacy-policy/>.

In accepting a prize, a winner authorizes the Café Dépôt 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), TikTok 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, Café Dépôt, 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. In order to be declared a winner, selected participants, when applicable, will have to sign a Release Form confirming their compliance with the Contest Rules and Regulations and this release of liability in favor of the Released Parties.

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 error) 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 Café Dépôt 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, contests, and promotions held by Café Dépôt (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. CAFÉ DÉPÔT 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:

Café Dépôt 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:

Café Dépôt reserves the right, in its sole discretion, subject only to the approval of the RACJ, 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. Café Dépôt, with the consent of the RACJ, 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 error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, Café Dépôt 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 appears on the comment posted on the Contest post. The Prize will be awarded to this person if they are selected and confirmed as the winner. In the event of a dispute regarding the identity of an entrant, Café Dépôt reserves the right to determine, in its sole discretion, the identity of the entrant. The Sponsor may require such person to provide proof of identity, including valid government-issued photo identification and any other documentation reasonably required to verify that they are the authorized

holder of the Facebook or Instagram account used to enter the Contest. Failure to provide satisfactory proof of identity may result in disqualification, at Café Dépôt's sole discretion.

18. Ownership:

All information and documents related to the Contest, including but not limited to registration forms, declaration and release forms, technical, technological or operational information, and information relating to designs, computer systems, software, logos, trademarks, and any other intellectual property, are and shall remain the exclusive property of Café Dépôt. None of this information or these documents will be returned to any participant.

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 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 the federal laws of Canada applicable therein. By entering the Contest, participants unconditionally agree to these Contest Rules and Regulation and the decisions of Café Dépôt, 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 court located in Quebec.
