

**Free Bolay Pre-Grand Opening Promotion
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF BEING SELECTED TO
PARTICIPATE. VOID WHERE PROHIBITED AND OUTSIDE THE DESIGNATED ZIP
CODE AREAS.**

Subject to all federal, state and local laws, regulations, and ordinances. In the event of any inconsistency with any advertising or other materials, these Official Rules shall govern.

FOR DETAILS ABOUT THE FREE BOLAY PRE-GRAND OPENING PROMOTION (“PROMOTION”) AT A SPECIFIC NEW BOLAY RESTAURANT, PLEASE VISIT <https://www.bolay.com/locations> AND CLICK ON THE APPLICABLE NEW LOCATION (THE “PROMOTION WEBSITE”) AND REVIEW THE DETAILS PROVIDED FOR THE PROMOTION BEING CONDUCTED AT THAT PARTICIPATING RESTAURANT. EACH FREE BOLAY PRE-GRAND OPENING PROMOTION AT A PARTICIPATING RESTAURANT LOCATION IS CONSIDERED A SEPARATE PROMOTION.

SPONSOR: The Promotion is sponsored by the Bolay entity operator of new Bolay restaurant for which the Promotion is taking place, as identified on the Promotion Website (the “Participating Restaurant,” and the “Sponsor”).

ELIGIBILITY: No purchase is necessary to participate in this Promotion. The Promotion is open only to natural legal residents of the 50 United States and the District of Columbia, who as of the date of entry: (a) are 18 years of age or older; (b) reside within one of the eligible zip code areas listed for the Participating Restaurant on the Promotion Website (“Eligibility Area”); and (c) have agreed to these Official Rules. The Promotion is limited to one (1) Prize per household. **You must provide a valid and physical U.S. government-issued photo ID to verify your eligibility to participate.**

Employees and/or agents of the Sponsor (and/or its subsidiaries, affiliates and/or divisions) and of agents of the Sponsor (and/or their affiliates, subsidiaries and/or divisions) and their respective affiliates, parent organizations, subsidiaries, divisions, trade partners, advertising agencies and associated marketing firms and other vendors involved in the promotion, development, or administration of the Promotion (collectively, the “Promotion Entities”), and each of their respective immediate families, including household members, are not eligible to participate in this Promotion. EACH POTENTIAL PARTICIPATING PARTY (AS DEFINED BELOW) IS SUBJECT TO VERIFICATION BY THE SPONSOR.

Any attempted form of participation in this Promotion other than as described in these Official Rules is void. Should the Sponsor suspect or determine actual or attempted (i) fraud, tampering, impairment or disruption of the administration, security, fairness or proper play of this Promotion, or (ii) violation of these Official Rules, the Sponsor reserves the right, in its sole discretion, to void participation of any person, or to suspend or prohibit the participation of any person, in either case who the Sponsor determines, in its sole discretion, is responsible or otherwise involved with such acts.

By participating in the Promotion, each Participating Party fully and unconditionally accepts these Official Rules and the decisions of the Sponsor (and the Sponsor’s personnel and representatives), which are final and binding in all matters relating to the Promotion, and waives any right to claim ambiguity in these Official Rules.

HOW TO PARTICIPATE:

Time, Date and Location. Check the Promotion Website to confirm the time, date and location for entry and the time and date for the Promotion for the applicable Participating Restaurant, as times may vary by location. Arrive at the designated site on the date and time identified on the Promotion Website for the

Participating Restaurant ("Entry Start Time"), notify a Sponsor representative of your desire to participate, and comply with all instructions provided by Sponsor's representatives. **DO NOT ARRIVE MORE THAN THIRTY (30) MINUTES BEFORE THE ENTRY START TIME AS YOU MAY BE DISQUALIFIED OR ASKED TO LEAVE AND RETURN.** Arriving at the designated entry site more than thirty (30) minutes before the Entry Start Time does not improve your chance of being selected to participate. A Sponsor representative will check your ID and any other applicable documents to confirm eligibility.

Entry Period. The entry period for participation in the Promotion will start at the Entry Start Time and will continue until 11:00AM EST or such other time period as may be extended at the sole discretion of the Sponsor or its representative (the "Entry Period"). No additional participants will be permitted to enter the Promotion after the conclusion of the Entry Period.

Participant Selection.

*If more than 100 eligible individuals are present at conclusion of the Entry Period who are prepared to participate, the first 100 eligible individuals will be selected to participate on a first-come, first-served basis. **No unofficial sign-up sheets or lists will be honored.***

If there are 100 or fewer eligible individuals present at conclusion of the Entry Period who are prepared to participate in the Promotion, a Sponsor representative will select individuals and verify eligibility on a first-come, first-served basis up until 100 Participants are selected.

Each eligible selected individual will be required to execute the Promotion Affidavit, Release and Waiver (the "Release and Waiver") prior to being identified as a promotion Participant. Each selected individual who executes the Release and Waiver will be considered a "Participant." Participants must provide all required information and consents on the Release and Waiver, including, without limitation, first and last name, to be eligible to participate in the Promotion. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate.

Subject to complying with these Official Rules, including, but not limited to, remaining in the Designated Area (as defined below) until conclusion of the Entry Period or such other reasonable time as determined by the Sponsor or its representative in its sole discretion (the "Event Period"), each Participant will receive the Prize (as defined below).

HOW TO WIN:

Remain in the Designated Area. Each Participant must remain at the location of the Participating Restaurant (may be located just outside the Participating Restaurant) designated by Sponsor and Sponsor's representatives ("Designated Area") until conclusion of the Event Period. Exceptions are made for bathroom breaks and/or to comply with any applicable legal requirement, or otherwise in the sole discretion of the Sponsor. Identifying materials provided to Participants by the Sponsor (e.g., Promotion lanyards and/or wristbands) must be worn at all times during the Event Period. All identifying material(s) cannot be shared with, or assigned to, any other person during the Entry Period. If a Participant leaves the Designated Area during the Event Period and/or fails to comply with these Official Rules, he or she will be disqualified, at the sole discretion of the Sponsor. **Participants understand and agree that the time and date for conclusion of the Event Period may change, and the Sponsor (or its representative) reserves the right to modify the duration of the Event Period, in its sole discretion.** All costs and expenses associated with participation in the Promotion not identified in these Official Rules are the responsibility of the Participating Party.

Subject to the provisions of these Official Rules, including, without limitation, remaining in the Designated Area until conclusion of the Event Period, each Participant will receive a Prize (each, a "Winner" and collectively, the "Winners").

Your Guests. Unless otherwise stated on the Promotion Website for a Participating Restaurant, each Participant may be accompanied by up to two (2) guests (each, a "Guest"). Guests must be present with

their associated Participant at the time of the Participant's selection. Guests cannot arrive later. Prior to being permitted to participate in the Promotion as a Guest, the person must sign the Promotion release and waiver provided by the Sponsor. Guests must comply with Sponsor's instructions during the Promotion and must not create a decorum or safety issue, as determined by the Sponsor, in the Sponsor's sole discretion. A minor may participate as a Guest provided: (a) the minor is at least five (5) years of age or older as of the Entry Start Time, (b) is accompanied by a parent or legal guardian at all times (who must be a Participant or Guest), and (c) the minor's parent or legal guardian signs the Promotion release and waiver on the minor's behalf. If Guests receive Promotion identifying materials (e.g., Promotion lanyards or wristbands), Guests must wear such identifying material(s) at all times during the Promotion. Any Guest who leaves the Designated Area (other than for the permitted exceptions in these Official Rules) will not be permitted to return. A Participant cannot substitute another person as a Guest.

Restricted and/or Prohibited Items. Pets and animals (except service animals) are not permitted at the Participating Restaurant during the Promotion. No illegal drugs or alcohol are permitted at the Participating Restaurant at any time. Anyone under the influence of alcohol or illegal drugs will be disqualified from participation in the Promotion and will be required to leave the Participating Restaurant immediately. No propane or open flames are permitted. No skateboards, shopping carts, bikes, scooters, or similar items are permitted. The Sponsor may restrict or prohibit the possession of certain other items at any Participating Restaurant, in its sole discretion. Please see the Promotion Website for a list of restricted and prohibited items (which is not exclusive and subject to change or modification at any time in Sponsor's sole discretion) and other applicable rules and guidelines related to the Promotion.

Food and Conditions during the Promotion. The purpose of the Promotion is to publicize and promote participation in pre-Grand Opening events at Participating Restaurants. Participants and Guests (collectively, "Participating Parties," and each, a "Participating Party") are solely responsible for providing their own food, drink, and other items for the Promotion, at their own cost and expense. The Sponsor has no obligation to provide any of foregoing items to Participating Parties during the Promotion. Participating Parties should dress appropriately for changing weather conditions.

The Sponsor, or its representatives, may conduct random checks of Participating Parties during the Promotion to confirm compliance with these Official Rules. If the Sponsor determines, in its sole discretion, that a Participating Party has violated these Official Rules, that Participating Party (or, if such Participating Party is a Guest, the Participant who invited the Guest) may, in the Sponsor's sole discretion, be disqualified from the Promotion and from receiving the Prize. Participating Parties agree to abide by all requirements, including safety and decorum conditions, established by the Sponsor and may be immediately removed from the Designated Area, at the Sponsor's sole discretion, for failure to comply with any requirements and/or these Official Rules, or any other reason.

PRIZE: Up to one-hundred (100) Prizes will be provided, with the final amount depending on the number of Participants present during the Entry Period and remaining at the end of the Event Period. A "Prize" will consist of five (5) \$10.00 Bolay vouchers provided to each Winner (for a total of \$50.00 in Bolay vouchers), redeemable at participating Bolay restaurants. Up to 100 Prizes will be awarded pursuant to this Promotion. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of the Prize not specifically stated herein are the sole responsibility of each Winner. Expenses not specifically stated as part of the Prize and all expenses not specifically identified as being included in the Prize, are the sole responsibility of the applicable Winner. A Prize may not be used in connection with any other promotion or offer.

THE TOTAL MAXIMUM VALUE OF THE PRIZE AWARDED TO THE WINNERS WILL BE: \$5,000.00. In no event will more than the stated number of Prizes be awarded.

Each Winner must be present at the Designated Area at the time Prizes are provided to receive the Prize. Limit one (1) Prize per Participant and one (1) Prize per household.

Prizes may not be sold, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, traded, donated, auctioned, or redeemed or exchanged for cash, merchandise or services, except as determined by the Sponsor, in its sole discretion. A voucher is not a credit card or debit card and carries no warranties, expressed or implied. Additional terms, restrictions, and exclusions may apply to a voucher; see front and back of the voucher for additional terms and exclusions. Vouchers are subject to verification and are void and will be rejected if not obtained through authorized, legitimate channels, or if any part of the voucher is determined by any Sponsor personnel to be illegible, forged, reproduced, manipulated, mutilated, counterfeited, or tampered with in any way or if the voucher contains printing, typographical, mechanical, or other errors. The Sponsor is not responsible for and will not replace any lost or stolen Prizes or components of any Prizes.

The Sponsor reserves the right to substitute Prizes with an item of comparable or greater value, including, but not limited to, if underlying food products become unavailable for any reason.

In the event that the Promotion is cancelled or preempted for any reason, including weather, no rain checks, exchanges, substitutions or cash replacement value of a Prize will be provided, except at the sole discretion of the Sponsor.

The Sponsor, in its sole discretion, may award de minimis value gift items during the Promotion to Participating Parties. These gift items do not affect the award of any Prizes to Participants who comply with the Official Rules. Guests are not entitled to receive and may not be provided any Prizes. ANY GIFTS AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Sponsor reserves the right to, in its sole and absolute discretion, not award a Prize to any Participant. It is the responsibility of each Participant to be present at the conclusion of the Event Period to claim the Prize. If production, technical, mechanical, typographical, or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right, in its sole and absolute discretion, to award only the stated number of Prizes (previously not awarded) by a fair and reasonable means determined by the Sponsor.

CONSENT TO PUBLICITY AND USE: Except where prohibited, participation in the Promotion constitutes express permission by a Participating Party for the Sponsor and those acting pursuant to the authority of Sponsor, to use such Participating Party's name, photograph, image, likeness, voice, opinions, hometown, and/or state ("Image") for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter developed ("Promotional Materials"), worldwide in perpetuity, without further notice, review or approval, permission, or compensation. If you do not agree to these terms, you should not participate in the Promotion as a Participating Party.

TO RECEIVE OFFICIAL RULES: To request a copy of these Official Rules, mail your request, along with a self-addressed stamped envelope to: **Bolay Enterprises, LLC, Attn: Bolay Grand Opening Promotion Request, 11390 N Jog Road, Ste. 101, Palm Beach Gardens, FL 33418.** Please specify that you are requesting a copy of the Official Rules. Requests for a copy of these Official Rules received more than ninety (90) days after the end of the Event Period will not be honored.

These Official Rules for this Promotion are also available (a) by visiting the Promotion Website and accessing the details for the Promotion being conducted by the Participating Restaurant, or (b) at the Participating Restaurant during the Promotion.

FACEBOOK, TWITTER, INSTAGRAM, TIKTOK AND SNAPCHAT ARE NOT SPONSORS OF THIS PROMOTION: This Promotion is in no way sponsored by, endorsed by, administered by or associated with Facebook, Twitter, Instagram, TikTok or SnapChat.

GENERAL CONDITIONS: The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Promotion should non-authorized intervention, fraud, weather, acts of war,

natural disasters, terrorism events, application of law or regulatory requirements, force majeure events or other causes beyond the control of the Sponsor corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. Without limiting the generality of the foregoing, the Sponsor reserves the right in, its sole discretion, to change the dates of the Event Period, with or without notice, in the event of technical failure, or for any other reason. In the event that the Sponsor cancels or modifies this Promotion, the Sponsor will post a notice on the Promotion Website that this Promotion has been canceled or modified.

The Sponsor reserves the right to disqualify any individual it determines, in its sole discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Promotion, (b) defraud the Sponsor, (c) undermine the legitimate operation of the Promotion, (d) annoy, abuse, threaten, or harass any other Participating Party, Promotion Entities, or representatives of the Promotion Entities, or (e) act in violation of these Official Rules.

Any attempt by any person to deliberately damage or undermine the legitimate operation of this Promotion may be a violation of criminal and/or civil laws. The Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of the Sponsor's ability to enforce its rights. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained within these Official Rules.

No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members. Anyone who participates in the Promotion through means not permitted by these Official Rules is subject to disqualification.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of a Participating Party and the Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. All Florida state and local laws and regulations apply. Any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the Federal or Florida state courts of record in Palm Beach County, Florida

INDEMNIFICATION AND RELEASE: By participating in this Promotion, each Participating Party, or parent or legal guardian if Participating Party is a minor Guest, agrees to forever release, discharge, indemnify, and hold harmless, the Promotion Entities and Facebook, Inc., Instagram, Inc., Twitter, Inc., TikTok Inc., Snap Inc. and its and each of their respective subsidiaries, affiliates and divisions, its and each of their respective representatives, attorneys, assigns, agents and licensees, and its and their respective affiliates, equity holders, spokespersons, officers, directors, managers, agents, co-branders, associated marketing firms, advertisers and sponsors or other partners and any of their employees (each, including the Sponsor, Facebook, Twitter, Instagram, TikTok and SnapChat, a "Released Party," and collectively, the "Released Parties"), harmless from and against any and all injuries, claims, demands, loss, harm, damage, cost or expense, or liabilities of any kind to any person(s), regardless of the cause (including those arising from the partial or sole negligence of, or any act or omission of, any Released Party), whether known or unknown, including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from (a) acceptance, possession, use, and/or misuse of a Prize or gift items, (b) participation in this Promotion or any Promotion-related activity, or (c) use or non-use of Participating Party's Image or any Promotional Materials (including claims based on rights of publicity or privacy, defamation, or for injunctive or other relief). The Released Parties are not responsible for cancellations or delays, or if any Prizes or gift items cannot be provided, or if the Promotion cannot be conducted as planned for any reason due

to non-authorized intervention, fraud, weather, acts of war, natural disasters, terrorism events, application of law or regulatory requirements, force majeure events, or other causes beyond their control.

LIMITATIONS ON LIABILITY: Except where prohibited by law, each Participating Party, or parent or legal guardian if Participating Party is a minor Guest, agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any Prize awarded, or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees and in no event more than \$100; and (c) under no circumstances will any Participating Party, or parent or legal guardian if the Participating Party is a minor Guest, be permitted to obtain awards for, and Participating Party hereby waives all rights to claim, punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

PRIVACY NOTICE: Each Participating Party should read the "Privacy Policy" located at <https://www.bolay.com/privacy-policy>. Information collected from a Participating Party s is subject to such Privacy Policy. For the avoidance of doubt, all information provided by a Participating Party to a Promotion Entity in connection with its participation in the Promotion is being provided to the Sponsor and not to Facebook, Twitter, Instagram, TikTok or SnapChat.